Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025 APPEAL, ROWLAND, TERMED

United States District Court Northern District of Illinois - CM/ECF LIVE, Ver 6.2.1 (Chicago) CIVIL DOCKET FOR CASE #: 1:13-cv-03643 Internal Use Only

Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v.

Heritage Union Life Insurance Company Assigned to: Honorable John Robert Blakey

Case in other court: 17-01461

17-03595

Circuit Court of Cook COunty, 2013 L

003498

Cause: 28:1441 Petition for Removal

Date Filed: 05/16/2013 Date Terminated: 11/21/2017

Jury Demand: None

Nature of Suit: 110 Contract: Insurance

Jurisdiction: Diversity

Date Filed	#	Docket Text	
08/27/2016	<u>258</u>		
		Plaintiff Brian M. O'Connell for summary judgment 245 (Attachments: # 1 Exhibit	
		EXHIBIT 1 PART 1 - Pages 1 to 1000, # 2 Exhibit EXHIBIT 1 PART 2 - Pages	
		1001 to 2000, # <u>3</u> Exhibit EXHIBIT 1 PART 3 - Pages 2001 to 3000, # <u>4</u> Exhibit	
		EXHIBIT 1 PART 4 - Pages 3001 to 3900, # 5 Exhibit EXHIBIT 1 PART 5 - Pages	
		3901 to 5000, # 6 Exhibit EXHIBIT 1 PART 6 - Pages 5001 to 6000, # 7 Exhibit	
		EXHIBIT 1 PART 7 - Pages 6001 to 7000, # 8 Exhibit EXHIBIT 1 PART 8 - Pages	
		7001 to 7202, # <u>9</u> Exhibit EXHIBIT 2 - 20150608 AMENDED REDO Response To	
		Plaintiffs Statement Of Facts)(Bernstein, Eliot) (Entered: 08/27/2016)	

1 of 1 3/8/2018 1:48 PM

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

1

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

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

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

I. THE PARTIES

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

ANSWER:

UNDISPUTED

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

ANSWER:

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UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

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ANSWER:

UNDISPUTED

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

ANSWER:

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

II. THE LIFE INSURANCE POLICY

13. In 1982, Simon Bernstein applied for a life insurance policy from Capitol Bankers, which was issued as Policy No. 1009208 (the "Policy"). (Intervenor's Response to Plaintiffs' Statement of Undisputed Material Facts ¶ 26 (ECF No. 192); Affidavit of Don Sanders

¶¶ 6, 23 (ECF No. 150-30).) The amount of the Policy proceeds (plus interest) on deposit with the Registry of the Court exceeds \$1.7 million. (ECF No. 101; Plaintiffs' Exhibit 2 (ECF No. 150-3).)

ANSWER:

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

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

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

ANSWER:

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

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

ANSWER:

DISPUTED: See answer 14 above.

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

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

ANSWER:

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

III. THE DESIGNATED BENEFICIARIES

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

ANSWER:

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

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

ANSWER:

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

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

ANSWER:

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

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

ANSWER:

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

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

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

ANSWER:

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

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

ANSWER:

UNDISPUTED

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

ANSWER:

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

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

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

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

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

ANSWER:

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

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

Nor has Ted Bernstein turned over any such records.

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

ANSWER:

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

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

ANSWER:

UNDISPUTED

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

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

ANSWER:

UNDISPUTED

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

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ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED: However, the emails produced come from a court ordered production¹ calling for "ALL" documents of Tescher and Spallina to be turned over to the Curator of the Estate of Simon at the time, Benjamin Brown, when Spallina and Tescher resigned as counsel and cotrustees and co-personal representatives after their firm was found committing fraud, fraud on the court, fraud on the beneficiaries and fraud on beneficiaries counsel in the Estate and Trust litigations in Florida involving Simon and Shirley Bernstein. It has been learned that NO ORIGINAL DOCUMENTS were produced by Tescher and Spallina and only copies of alleged

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

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

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

Benjamin Brown was given copies of alleged original documents by Tescher and Spallina, see Exhibit 1. It is further alleged that the copies and files tendered to Brown who then turned over the majority of them to parties in the litigation have been being tampered with, including changing files or modifying files used in online exhibits to this court, including the production link exhibited in several prior filings @

http://iviewit.tv/Simon%20and%20Shirley%20Estate/20140602%20ESTATE%20FILES%20FR

OM%20BEN%20BROWN%20CURATOR%20DELIVERED%20TO%20HIM%20BY%20TES

CHER%20AND%20SPALLINA%20PRODUCTION.pdf Third Party Plaintiff, Eliot

Bernstein, informed the court that file tampering in these matters was suspected and repeatedly in pleadings has urged the Court to print out and attach the documents at the linked URL's to any pleadings to avoid such hacking and alteration of the records.

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

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

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

ANSWER:

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

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

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

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

ANSWER:

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

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

ANSWER:

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

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

ANSWER:

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

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

ANSWER:

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

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

ANSWER:

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

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

ANSWER:

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

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

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

ANSWER:

UNDISPUTED

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

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

VII. THE EXISTENCE AND TERMS OF THE PURPORTED 1995 TRUST

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

ANSWER:

UNDISPUTED

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

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ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

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UNDISPUTED

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

ANSWER:

UNDISPUTED

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

ANSWER:

UNDISPUTED

VIII. SIMON BERNSTEIN'S SUBSEQUENTLY-EXECUTED ESTATE DOCUMENTS

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

ANSWER:

UNDISPUTED:

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

ANSWER:

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

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

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

ANSWER:

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

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

ANSWER:

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

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

ANSWER:

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

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

ANSWER:

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

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

ANSWER:

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

Again, the documents and emails referred to produced by Tescher and Spallina and used by parties in this lawsuit cannot at this time be verified as copies of original documents remain

missing and not produced according to the court order for production.

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65. On September 7, 2012, six days prior to his death, Simon Bernstein prepared a holographic will directing a bequest to Maritza Puccio of, among other things, \$100,000 from his current insurance policy and expressing an intention to change the beneficiary on said policy to reflect his wishes. (ECF No. 192-3 at TS003889). Simon Bernstein directed that the bequest to Ms. Puccio should proceed in the event of his death "with no interruption from family or

probate." (Id.) This document was not witnessed or notarized. (Id.)

ANSWER:

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

and used by parties in this lawsuit cannot at this time be verified as copies of original documents

remain missing and not produced according to the court order for production.

66. There is no evidence that Simon Bernstein executed any other Wills or trust

agreements between July 25, 2012 and his death on September 13, 2012.

ANSWER:

UNDISPUTED

Third Party Plaintiff Eliot hereby incorporates by reference my prior responses in my filing of

Undisputed Facts for the Opposition of Summary Judgement I filed with this Court as additional

support herein, see Exhibit 2.

DATED: August 26, 2016

Respectfully submitted by,

/s/ Eliot Ivan Bernstein

Third Party Defendant/Cross Plaintiff PRO SE Eliot Ivan Bernstein

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CERTIFICATE OF SERVICE

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

/s/ Eliot Ivan Bernstein

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To: Mr. and Mrs. Simon L. Bernstein 7020 Lions Head Lane Boca Raton, Florida 33496 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 2 of 1000 PageID #:4442 Pages: 1025

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> LAST WILL AND TESTAMENT OF SIMON BERNSTEIN

DATED: august 15,2000

PROSKAUER ROSE LLP

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

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

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

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

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

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

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

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

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

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

(1) the value (as finally determined for Federal estate tax purposes) of all property (including interests in property) includable in my estate for Federal estate tax purposes which passes under other provisions of this Will or otherwise than under this Will and with respect to which no marital deduction or charitable deduction is finally allowed in determining said tax, and

(2) the amount of my adjusted taxable gifts within the meaning of Section 2001(b) of the Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the event of and upon the death of the beneficiary

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

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

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

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

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

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

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

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

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

- (a) To distribute my estate and set up the trusts herein at one time or at different times as soon after my death as they may deem practicable, whether before or after the expiration of any statutory period.
- apportion between them, in such manner as they deem advisable, any ordinary or extraordinary expenses and any extraordinary, wasting or liquidating dividends and any dividends payable in the stock of the corporation declaring the dividend or payable in the stock of another corporation and so-called "capital gains dividends" declared by investment companies or investment trusts; to determine if and to what extent they shall amortize any premium paid by them on bonds or other obligations for the payment of money; upon the death of an income beneficiary, or any other termination of a trust herein, any accrued income (including dividends theretofore declared but not yet payable) shall be paid to the persons entitled to receive the income when it becomes payable, but any undistributed income which my Personal Representatives or Trustees are authorized in their discretion to accumulate shall be added to principal.
 - (c) To set apart out of the income of the trusts

for

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

- (d) To claim expenses chargeable against principal as estate tax or income tax deductions as they deem advisable and to determine if and to what extent any adjustment in favor of principal required by law shall be made.
- (e) To make any payment or distribution (required or authorized under this Will) either wholly or partly in kind at market value at date of distribution; to cause any share to be composed of cash, property or undivided fractional interests in property different in kind from any other share and without regard, among such shares, to whether the property distributed has an equivalent basis for income tax purposes.
- (f) To alter, repair, improve, demolish, manage, partition, mortgage, lease for any period (including a period in excess of any fixed by statute), exchange, grant options to lease or to buy, and sell or dispose of, at public or private sale and upon such conditions and such terms as to cash and credit as they deem advisable, any property held by them hereunder; said leases may extend beyond the duration of the trusts herein.
- (g) To borrow such sums as they deem advisable for the proper administration of my estate and the trusts hereunder and to give security therefor.
- (h) To continue, settle or discontinue any business or partnership in which I may be interested.
- (i) To continue to hold any property, real, personal or otherwise, including, but not limited to, stocks, bonds or other securities, domestic or foreign, in the form in which it shall be at my death or when received by them hereunder (without regard to any rule of law that may require them to decide whether or not to retain such property) or as the form thereof may be changed pursuant to the provisions of the other subdivisions of this Article of my Will, so long as they, in their absolute discretion, deem it advisable.
- (j) To invest and reinvest in any property, including, but not limited to, stocks, bonds or other securities or so-called derivative investments, domestic or foreign, options to sell or to purchase such securities or so-called derivative investments (whether or not then held hereunder), shares or interests in mutual funds, investment companies, investment trusts or common trust funds of a bank or trust company, currencies, precious metals, oil and gas properties or other natural resources and commodities, or interests in, rights to or options to sell or to purchase any of the foregoing (whether or not then held hereunder), improved or unimproved real property or tangible personal property or life insurance, endowment, annuity or similar contracts (including such contracts insuring the then income beneficiary of any trust hereunder) that they may, in their absolute discretion, deem advisable and without regard to any duty to diversify or, except with respect to any trust for the benefit of my spouse that qualifies for the marital deduction under either Federal or state law, to make such property productive of income, and in any manner, including by direct purchase, entry into a joint venture, creation of or purchase of

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

- (k) To employ any person, firm, corporation, bank or trust company for advice with respect to investment policy, but my Personal Representatives or Trustees may, in their absolute discretion, follow or refrain from following any recommendations so obtained, and said recommendations shall not in any way limit the discretionary power and authority herein conferred upon, and not otherwise delegated by, them with respect to investments; to designate a corporation, partnership or other firm, authorized so to act, as custodian, and to employ attorneys, accountants and bookkeepers; and to charge the fees and expenses of the foregoing to my estate or any trust hereunder.
- (1) To retain possession, in their absolute discretion, of any property payable absolutely to an infant, and to invest and reinvest the same, to collect the income therefrom, and, after deducting all proper expenses, to apply the income and principal to the use of said infant (and in the case of tangible personal property to permit the infant to have the custody and use of all or part of it from time to time), with all the powers, rights and compensation of Trustees hereunder, provided, however, that nothing herein contained shall be construed to prevent or postpone the vesting of said property in said infant or to suspend the alienability of said property.
- (m) In determining the amounts applicable to the use of an infant, to consider or disregard the ability of the parent or parents of said infant to support said infant; and to make payment of any amount, applicable to the use of or payable to an infant, (1) to the guardian (whether qualified in my domicile or any other jurisdiction) of the person or property of such infant, or (2) to the parent or parents of such infant (whether or not legally appointed his or her guardian(s)), or (3) to the extent permitted by law, to a Custodian for such infant under a Uniform Gifts to Minors Act or a Uniform Transfers to Minors Act, or (4) to apply the same for his or her benefit; the receipt of such guardian, parent or Custodian or the evidence of the application of such amount shall be a full discharge to my Personal Representatives and Trustees for such payment; provided, however, that with respect to any such payments to or for the benefit of my grandchildren ALEXANDRA BERNSTEIN, ERIC BERNSTEIN and MICHAEL BERNSTEIN, no such payment shall be made to JEANNIE BERNSTEIN in any capacity as such grandchild's parent, guardian or Custodian.
- (n) Severally to authorize, by instrument in writing, any person or corporation, including any co-fiduciary, bank or trust company, to act in the place of said Personal Representative or Trustee with respect to specified transactions, to sign a particular check or checks, or to execute any other specifically stated instruments in the name of said Personal Representative or Trustee.
- (o) To remove any property held by them hereunder to or from my domicile or any other jurisdiction.
- (p) To organize or participate in the organization of corporations, and to transfer to them any part or all of the property held by them hereunder in exchange for securities thereof.
- (q) To exercise or perform every power, authority or duty, including discretionary powers, by the concurrence and in

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

- (r) To hold the principal or part of the principal of any of the trusts herein in one or more joint funds in which the separate trusts shall have undivided interests.
- (s) To file such gift tax and income tax returns jointly with my spouse as they deem advisable.
- (t) To compromise, settle, subordinate, arbitrate, extend, renew, modify, waive or extend the statute of limitations with respect to, or release, in whole or in part, any claim held by or against my estate or the trusts herein, or any mortgage or other security held by them or held against any property held by them hereunder.
- (u) To participate in and consent to any corporate reorganization, dissolution, liquidation, merger, consolidation, sale or lease, or in and to any other change in any corporation or in its financial structure, and to become a depositor with any protective, reorganization or similar committee, and to make any necessary payments incident to the foregoing; to exercise or to sell any conversion, subscription or similar rights; and in general to exercise in respect to any securities the unrestricted rights of a personal owner, including voting in person and granting proxies, discretionary, general or otherwise.
- (v) To the extent permitted by law, to register any property held by them hereunder in their names as Personal Representatives or Trustees or in the names of nominees, or to take and keep the same unregistered, in bearer form or otherwise in such condition as to pass by delivery.
- (w) To lend such sums out of the income (other than of any trust for the benefit of my spouse that qualifies for the marital deduction under either Federal or state law) or principal of the trusts hereunder and upon such terms and conditions as they deem advisable; provided, however, that adequate security be obtained from, and reasonable interest be charged to, the borrower.
- (\mathbf{x}) To guarantee loans made to any beneficiary hereunder.
- (y) To trade on margin (but only with the approval of my spouse in the case of any trust that qualifies for the marital deduction under either Federal or state law) and, for such purpose, to maintain and operate a margin account with any broker and to pledge any property held hereunder with such broker for loans and advances made to them. In connection with the foregoing, my Personal Representatives and Trustees are authorized and empowered to hold title in and to property in bearer, nominee or other form, without disclosure of any trust, so that title may pass by delivery.

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

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administration and distribution thereof.

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

- (c) If any person beneficially interested hereunder shall die in the course of or as a direct result of the same disaster, accident or calamity as shall cause my death or the death of the life beneficiary upon whose death said person's interest is to take effect or under such circumstances that it cannot be readily determined whether I or said person, or the life beneficiary or said person, as the case may be, died first, then, for the purposes of this Will, said person shall be deemed to have died before me or before said life beneficiary, and my estate shall pass in such manner as would occur hereunder if said person had predeceased me or said life beneficiary, as the case may be.
- (d) I direct that my Personal Representative(s) shall exercise the right, under Section 2207A(a)(1) of the Code and under any similar provision of any state law, to recover from the persons receiving any property referred to in said provisions (including the Trustees of any trust other than the pre-residuary trust under Article FOURTH of my spouse's Will) the amount of estate and inheritance taxes (and any interest and penalties relating thereto) paid by my estate attributable to such property. Subject to the direction in the preceding sentence, all estate and inheritance taxes of whatever kind imposed by reason of my death upon the property disposed of in this Will and upon any other property, including insurance but not including the pre-residuary trust under Article FOURTH of my spouse's Will (the taxes on which are to be paid out of the residuary trust thereunder), otherwise disposed of and subject to the imposition of said taxes, shall be charged, without right of reimbursement, (1) if my spouse survives me, against the property disposed of in Article THIRD of this Will, or, to the extent that said property is insufficient, against my residuary estate, or, (2) if my spouse predeceases me, against my residuary estate.

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

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

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

- (g) Any person may renounce, in whole or in part, any provision in his or her favor hereunder and, in such event, the property covered by said provision, to the extent renounced, shall be disposed of as though said person had predeceased me, and if said property is to be held in trust, to the extent renounced, said property shall become free of the trust for said person (and of any power of appointment said person may have with respect thereto) and shall be disposed of as though said person had predeceased me. I do not intend by the foregoing to suggest that any particular person should so renounce.
- (h) Any Personal Representative or Trustee who is an income beneficiary of a trust hereunder shall not be qualified to participate in the exercise of any power to make discretionary distributions to himself or herself or to make allocations, in his or her own favor, of receipts or expenses as between principal and income of such trust; nor shall any Personal Representative or Trustee participate in the exercise of a discretionary power to pay or apply income or principal to or for the benefit of a beneficiary whom said Personal Representative or Trustee (in his or her individual capacity) is then legally obligated to support; all said powers shall be exercisable by the other Personal Representative(s) or Trustee(s).
- (i) With respect to any Personal Representative or Trustee who is interested, in his or her individual capacity, in any firm or corporation in which my estate or any trust hereunder may have an interest, I direct that he or she may deal freely with said firm or corporation in his or her individual capacity, notwithstanding that there may be a conflict with his or her fiduciary capacity hereunder, but I direct that if one or more of my Personal Representatives or Trustees has no such personal interest, then as to all matters pertaining to said firm or corporation involving such conflict of interest the decision of my estate and of said trust shall be made by said disinterested Personal Representative(s) or Trustee(s).
- (j) A person from time to time qualified as Personal Representative or Trustee hereunder shall not be disqualified from purchasing assets of my estate, provided (1) said purchaser shall not participate as Personal Representative or Trustee in the decisions of the Personal Representatives or Trustees as to the price, conditions and terms of the sale, all of which decisions shall be made by the other Personal Representative(s) or Trustee(s); and (2) in fixing said price, conditions and terms said other Personal Representative(s) or Trustee(s) shall in all respects treat said purchaser in the same manner as though he or she were a third party, not qualified as Personal Representative or Trustee.
- (k) My Personal Representatives and Trustees may purchase assets from or sell assets to other estates or trusts not created hereunder, notwithstanding that one or more of my said Personal Representatives and Trustees are fiduciaries of or beneficially interested in said estates or trusts; provided, however, that if one or more of my Personal Representatives or Trustees has no such interest, then as to all such matters the decision of my estate or of the trusts hereunder shall be made by said disinterested Personal Representative(s) or Trustee(s).

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- (1) My Personal Representatives and Trustees may exercise any rights or options with respect to any policy of life insurance held by them, whether granted in said policy or allowed by the insurer, including, but not limited to, surrendering, converting (into paid up or extended term insurance) or borrowing upon said policy; applying dividends against premiums or to purchase paid up additions; and exercising options with respect to surrender or payment of death proceeds.
- (m) In any judicial proceeding involving my estate or any trust hereunder and in any non-judicial settlement of the account of a Personal Representative or Trustee hereunder, the interest of a person under disability may be represented by a party to such proceeding or settlement who is not under disability and who has the same interest.
- (n) I direct that any administration expenses or debts charged to principal and not claimed and allowed as estate tax deductions shall be charged, (1) if my spouse survives me, against the property disposed of in Article THIRD of this Will, or, to the extent that said property is insufficient, against my residuary estate, or, (2) if my spouse predeceases me, against my residuary estate.
- (o) I direct that all charges incurred by my Personal Representatives in storing, packing, shipping, delivering and insuring any property passing under the provisions of this Will, whether such property is specifically bequeathed or otherwise, shall be paid by my Personal Representatives as expenses of administering my estate.
- (p) Notwithstanding the provisions of Article SEVENTH of this Will, if (1) pursuant thereto, upon the death of the beneficiary of a trust thereunder, any trust property would be set aside for a person who is assigned to a generation younger than that of the beneficiary under Section 2651 of the Code and if (2) said property would be subject to a generation-skipping transfer tax on the death of the beneficiary, but would not be subject to said tax to the extent that said property is includable in the beneficiary's estate for Federal estate tax purposes, then and in that event said property shall instead pass in such manner, including to his or her estate, if he or she shall so appoint, as the beneficiary shall by Will appoint with the unanimous prior written consent of all of the then qualified Trustees of said trust, except those whose required concurrence would prevent said power of appointment from being a "general power of appointment" within the meaning of Section 2041(b)(1) of the Code. Only if and to the extent that said power of appointment is not effectively exercised shall said property be disposed of as provided in said Article SEVENTH.
- (q) Wherever in this Will property is directed to be added to or combined with an existing trust for a descendant of mine hereunder, my Personal Representatives and Trustees shall not combine property with different generation-skipping transfer tax inclusion ratios, as defined in Section 2642(a) of the Code, but shall add such property to the trust for such descendant hereunder which has the same generation-skipping transfer tax inclusion ratio as defined in Section 2642(a) of the Code as such property, or, if necessary, such property shall be held in a separate trust for such descendant, with said trust to have identical provisions to the existing trust for such descendant hereunder.

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- (r) If, at any time, there shall be a trust under the Will of my spouse, or a trust created by me or by my spouse during our lifetimes, for the same beneficiaries and subject to the same provisions as a trust under this Will (or as a trust intended to be created under this Will), my Personal Representatives and Trustees are authorized and empowered, in their absolute discretion, to transfer the principal held (or intended to be held) in trust hereunder to the Trustees of such other trust (whether or not the Trustees of such other trust or their successors are the Trustees nominated or appointed hereunder) or to combine them (unless such trusts have different generation-skipping transfer tax inclusion ratios, as defined in section 2642(a) of the Code), to form a single trust for simplicity and convenience of administration; provided, however, that if any such trusts are prevented from being combined or otherwise consolidated pursuant to the provisions of this subdivision because any such trust has a different maximum period of time that property held in such trust could remain held in such trust (the "perpetuities period"), the Trustees shall be permitted to combine or otherwise consolidate such trusts pursuant to the provisions of this subdivision with the resulting trust assigned the lesser of the perpetuities periods of the original trusts.
- (s) I authorize and empower my Personal Representatives to allocate the GST Exemption allowable to me pursuant to Section 2631 of the Code, to the extent that it shall not have been allocated (or deemed allocated) by me during my lifetime, in such manner as they, in their absolute discretion, shall determine.
- (t) In no event shall any trust hereunder continue longer than the maximum term allowable under Florida law (or any other state that may govern the provisions of my Will) in effect at the time of my death, and any trust then still in effect hereunder shall thereupon terminate and the then principal thereof shall be distributed absolutely to the beneficiary thereof.
- (u) Every Personal Representative and Trustee here-under, original and substitute, shall be chargeable only with said fiduciary's own respective receipts or acts, and shall not be liable for any loss or damage occurring hereunder without said fiduciary's willful default or deliberate wrongdoing, unless such loss or damage be occasioned by a violation of an express provision of this Will, and shall not be liable to my estate or any person beneficially interested hereunder for any loss or depreciation which may arise from any investment retained or made in accordance with the provisions of this Will or which may be occasioned by the exercise of any discretion authorized herein, whether such investment be continued or made in accordance with or in disregard of recommendations obtained as above provided.
- (v) Wherever the context permits, the words "Personal Representatives" or "Trustees" shall be deemed to include "their survivor or survivors, successor or successors."
- (w) To the extent permitted by law, none of the beneficiaries hereunder shall have the power to convey, anticipate, assign, encumber or in any way dispose of any part of the income or principal of their respective trust funds, nor shall said principal or income be in any way or in any amount answerable or chargeable with their duties, obligations, judgments or claims however arising, nor shall said principal or income be

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

- (x) In determining whether or not to exercise any discretionary power to pay income or principal of my estate or any trust hereunder, my Personal Representatives or Trustees may, but shall not be required to, (1) with respect to the trusts created under Article THIRD, Article FOURTH, and subdivision (a) of Article FIFTH of this Will, take into account any other resources available to the beneficiary under consideration; (2) take into account any effect the exercise thereof may have on the respective tax liabilities of my estate or any trust hereunder and the beneficiary under consideration; and (3) consider and accept as correct any statement concerning these matters made by the beneficiary under consideration or on behalf of such beneficiary.
- (y) I waive compliance by my Trustees with any law now or hereafter in effect requiring qualification, registration or accounting by my Trustees to any Court.
- (z) Wherever reference is made in this Will to the "Code" it shall mean the Internal Revenue Code of 1986, as amended, and, if to any specific provision, it shall include any comparable provision of any subsequently enacted revenue law of the United States in effect from time to time.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this / day of Augus 1, Two Thousand.

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

residing at <u>2415</u>

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STATE OF FLORIDA SS.: COUNTY OF PALM BEACH

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

Testator

Witness

Subscribed and sworn to before me by SIMON L.
BERNSTEIN, the Testator, and by freque D. Kanbyanian and
Robert Jacobowit, the witnesses, on Algust 15 , 2000, all
whom personally appeared before me. SIMON L. BERNSTEIN is
personally known to me or has produced
as identification. Freque D. Karbyanian is personally kn
me or has produced
identification. 2000, all of

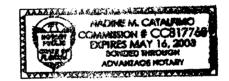
is personally known to

identification. Robert Jacobantz

or has produced

is personally known to me as identification.

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



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LAST WILL AND TESTAMENT

OF

SIMON BERNSTEIN

DATED: August 15, 2000

PROSKAUER ROSE LLP

Attorneys at Law 2255 Glades Road, Suite 340 West Boca Raton, FL 33431-7383 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 23 of 1000 PageID #:4463

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LAST WILL AND TESTAMENT

OF

SHIRLEY BERNSTEIN

DATED: QUEUST (5, 200)

PROSKAUER ROSE LLP

Attorneys at Law 2255 Glades Road, Suite 340 West Boca Raton, FL 33431-7383 I, SHIRLEY BERNSTEIN, of the County of Palm Beach,
State of Florida, do hereby make, publish and declare this to be
my Last Will and Testament, hereby revoking all prior Wills,
Testaments and Codicils at any time made by me.

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

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

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

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

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

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

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

(1) the value (as finally determined for Federal estate tax purposes) of all property (including interests in property) includable in my estate for Federal estate tax purposes which passes under other provisions of this Will or otherwise than under this Will and with respect to which no marital deduction or charitable deduction is finally allowed in determining said tax, and

(2) the amount of my adjusted taxable gifts within the meaning of Section 2001(b) of the Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) To distribute my estate and set up the trusts herein at one time or at different times as soon after my death as they may deem practicable, whether before or after the expiration of any statutory period.
- (b) To charge or credit to principal or income or to apportion between them, in such manner as they deem advisable, any ordinary or extraordinary expenses and any extraordinary, wasting or liquidating dividends and any dividends payable in the stock of the corporation declaring the dividend or payable in the stock of another corporation and so-called "capital gains dividends" declared by investment companies or investment trusts; to determine if and to what extent they shall amortize any premium paid by them on bonds or other obligations for the payment of money; upon the death of an income beneficiary, or any other termination of a trust herein, any accrued income (including dividends theretofore declared but not yet payable) shall be paid

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

- (c) To set apart out of the income of the trusts herein (or out of the income of corporations of which the trusts own securities) reserves for such purposes including, without limitation, depreciation, depletion, obsolescence and other contingencies, and in such amounts as they, in their absolute discretion, shall deem advisable.
- (d) To claim expenses chargeable against principal as estate tax or income tax deductions as they deem advisable and to determine if and to what extent any adjustment in favor of principal required by law shall be made.
- (e) To make any payment or distribution (required or authorized under this Will) either wholly or partly in kind at market value at date of distribution; to cause any share to be composed of cash, property or undivided fractional interests in property different in kind from any other share and without regard, among such shares, to whether the property distributed has an equivalent basis for income tax purposes.
- (f) To alter, repair, improve, demolish, manage, partition, mortgage, lease for any period (including a period in excess of any fixed by statute), exchange, grant options to lease or to buy, and sell or dispose of, at public or private sale and upon such conditions and such terms as to cash and credit as they deem advisable, any property held by them hereunder; said leases may extend beyond the duration of the trusts herein.
- (g) To borrow such sums as they deem advisable for the proper administration of my estate and the trusts hereunder and to give security therefor.
- (h) To continue, settle or discontinue any business or partnership in which I may be interested.
- (i) To continue to hold any property, real, personal or otherwise, including, but not limited to, stocks, bonds or other securities, domestic or foreign, in the form in which it shall be at my death or when received by them hereunder (without regard to any rule of law that may require them to decide whether or not to retain such property) or as the form thereof may be changed pursuant to the provisions of the other subdivisions of this Article of my Will, so long as they, in their absolute discretion, deem it advisable.
- (j) To invest and reinvest in any property, including, but not limited to, stocks, bonds or other securities or so-called derivative investments, domestic or foreign, options to sell or to purchase such securities or so-called derivative investments (whether or not then held hereunder), shares or interests in mutual funds, investment companies, investment trusts or common trust funds of a bank or trust company, currencies, precious metals, oil and gas properties or other natural resources and commodities, or interests in, rights to or options to sell or to purchase any of the foregoing (whether or not then held hereunder), improved or unimproved real property or tangible personal property or life insurance, endowment, annuity or similar contracts (including such contracts insuring the then income beneficiary of any trust hereunder) that they may, in

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

- (k) To employ any person, firm, corporation, bank or trust company for advice with respect to investment policy, but my Personal Representatives or Trustees may, in their absolute discretion, follow or refrain from following any recommendations so obtained, and said recommendations shall not in any way limit the discretionary power and authority herein conferred upon, and not otherwise delegated by, them with respect to investments; to designate a corporation, partnership or other firm, authorized so to act, as custodian, and to employ attorneys, accountants and bookkeepers; and to charge the fees and expenses of the foregoing to my estate or any trust hereunder.
- (1) To retain possession, in their absolute discretion, of any property payable absolutely to an infant, and to invest and reinvest the same, to collect the income therefrom, and, after deducting all proper expenses, to apply the income and principal to the use of said infant (and in the case of tangible personal property to permit the infant to have the custody and use of all or part of it from time to time), with all the powers, rights and compensation of Trustees hereunder, provided, however, that nothing herein contained shall be construed to prevent or postpone the vesting of said property in said infant or to suspend the alienability of said property.
- (m) In determining the amounts applicable to the use of an infant, to consider or disregard the ability of the parent or parents of said infant to support said infant; and to make payment of any amount, applicable to the use of or payable to an infant, (1) to the guardian (whether qualified in my domicile or any other jurisdiction) of the person or property of such infant, or (2) to the parent or parents of such infant (whether or not legally appointed his or her guardian(s)), or (3) to the extent permitted by law, to a Custodian for such infant under a Uniform Gifts to Minors Act or a Uniform Transfers to Minors Act, or (4) to apply the same for his or her benefit; the receipt of such guardian, parent or Custodian or the evidence of the application of such amount shall be a full discharge to my Personal Representatives and Trustees for such payment; provided, however, that with respect to any such payments to or for the benefit of my grandchildren ALEXANDRA BERNSTEIN, ERIC BERNSTEIN and MICHAEL BERNSTEIN, no such payment shall be made to JEANNIE BERNSTEIN in any capacity as such grandchild's parent, guardian or Custodian.
- (n) Severally to authorize, by instrument in writing, any person or corporation, including any co-fiduciary, bank or trust company, to act in the place of said Personal Representative or Trustee with respect to specified transactions, to sign a particular check or checks, or to execute any other specifically stated instruments in the name of said Personal Representative or Trustee.
- (o) To remove any property held by them hereunder to or from my domicile or any other jurisdiction.
 - (p) To organize or participate in the organization of

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

- (q) To exercise or perform every power, authority or duty, including discretionary powers, by the concurrence and in the names of a majority of the Personal Representatives or Trustees qualified to participate, with the same effect as if all had joined therein; but by unanimous vote of the Personal Representatives or Trustees they may determine the number (one or more) who may give instructions to custodians, sign checks or have access to safe deposit boxes.
- (r) To hold the principal or part of the principal of any of the trusts herein in one or more joint funds in which the separate trusts shall have undivided interests.
- (s) To file such gift tax and income tax returns jointly with my spouse as they deem advisable.
- (t) To compromise, settle, subordinate, arbitrate, extend, renew, modify, waive or extend the statute of limitations with respect to, or release, in whole or in part, any claim held by or against my estate or the trusts herein, or any mortgage or other security held by them or held against any property held by them hereunder.
- (u) To participate in and consent to any corporate reorganization, dissolution, liquidation, merger, consolidation, sale or lease, or in and to any other change in any corporation or in its financial structure, and to become a depositor with any protective, reorganization or similar committee, and to make any necessary payments incident to the foregoing; to exercise or to sell any conversion, subscription or similar rights; and in general to exercise in respect to any securities the unrestricted rights of a personal owner, including voting in person and granting proxies, discretionary, general or otherwise.
- (v) To the extent permitted by law, to register any property held by them hereunder in their names as Personal Representatives or Trustees or in the names of nominees, or to take and keep the same unregistered, in bearer form or otherwise in such condition as to pass by delivery.
- (w) To lend such sums out of the income (other than of any trust for the benefit of my spouse that qualifies for the marital deduction under either Federal or state law) or principal of the trusts hereunder and upon such terms and conditions as they deem advisable; provided, however, that adequate security be obtained from, and reasonable interest be charged to, the borrower.
- (x) To guarantee loans made to any beneficiary hereunder.
- (y) To trade on margin (but only with the approval of my spouse in the case of any trust that qualifies for the marital deduction under either Federal or state law) and, for such purpose, to maintain and operate a margin account with any broker and to pledge any property held hereunder with such broker for loans and advances made to them. In connection with the foregoing, my Personal Representatives and Trustees are authorized and empowered to hold title in and to property in bearer, nominee or other form, without disclosure of any trust,

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so that title may pass by delivery.

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

- (b) Notwithstanding any provision in this Will to the contrary, any power (including discretionary powers) granted to my Personal Representatives and Trustees hereunder shall be absolutely void to the extent that the right to exercise or the exercise thereof would in any way cause my estate to lose all or part of the tax benefit afforded my estate by the marital deduction provisions under either Federal or state laws; without limiting the foregoing, with respect to the trusts for my spouse under Articles FOURTH and FIFTH of this Will, (1) subdivisions (a), (b), (c) and (p) of the preceding Article of this Will shall not apply and (2) my spouse may direct the Trustees, from time to time, to sell any property held as part of the principal, if it produces little or no income, and to invest the proceeds of sale in property that produces sufficient income to assure that such trust will qualify for the marital deduction.
- (c) If any person beneficially interested hereunder shall die in the course of or as a direct result of the same disaster, accident or calamity as shall cause my death or the death of the life beneficiary upon whose death said person's interest is to take effect or under such circumstances that it cannot be readily determined whether I or said person, or the life beneficiary or said person, as the case may be, died first, then, for the purposes of this Will, said person shall be deemed to have died before me or before said life beneficiary, and my estate shall pass in such manner as would occur hereunder if said person had predeceased me or said life beneficiary, as the case may be.
- (d) I direct that my Personal Representative(s) shall exercise the right, under Section 2207A(a)(1) of the Code and under any similar provision of any state law, to recover from the persons receiving any property referred to in said provisions (including the Trustees of any trust other than the pre-residuary trust under Article FOURTH of my spouse's Will) the amount of estate and inheritance taxes (and any interest and penalties relating thereto) paid by my estate attributable to such property. Subject to the direction in the preceding sentence, all estate and inheritance taxes of whatever kind imposed by reason of my death upon the property disposed of in this Will and upon any other property, including insurance but not including the pre-residuary trust under Article FOURTH of my spouse's Will (the taxes on which are to be paid out of the residuary trust thereunder), otherwise disposed of and subject to the imposition of said taxes, shall be charged, without right of reimbursement, (1) if my spouse survives me, against the property disposed of in Article THIRD of this Will, or, to the extent that said property is insufficient, against my residuary estate, or, (2) if my spouse predeceases me, against my residuary estate.

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

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

- (f) All testamentary powers of appointment granted in this Will shall be exercisable by specific reference to this Will and, except as provided in subdivision (p) herein, shall not be exercisable in favor of the donee of the power or the donee's estate or creditors of the donee or of the donee's estate.
- (g) Any person may renounce, in whole or in part, any provision in his or her favor hereunder and, in such event, the property covered by said provision, to the extent renounced, shall be disposed of as though said person had predeceased me, and if said property is to be held in trust, to the extent renounced, said property shall become free of the trust for said person (and of any power of appointment said person may have with respect thereto) and shall be disposed of as though said person had predeceased me. I do not intend by the foregoing to suggest that any particular person should so renounce.
- (h) Any Personal Representative or Trustee who is an income beneficiary of a trust hereunder shall not be qualified to participate in the exercise of any power to make discretionary distributions to himself or herself or to make allocations, in his or her own favor, of receipts or expenses as between principal and income of such trust; nor shall any Personal Representative or Trustee participate in the exercise of a discretionary power to pay or apply income or principal to or for the benefit of a beneficiary whom said Personal Representative or Trustee (in his or her individual capacity) is then legally obligated to support; all said powers shall be exercisable by the other Personal Representative(s) or Trustee(s).
- (i) With respect to any Personal Representative or Trustee who is interested, in his or her individual capacity, in any firm or corporation in which my estate or any trust hereunder may have an interest, I direct that he or she may deal freely with said firm or corporation in his or her individual capacity, notwithstanding that there may be a conflict with his or her fiduciary capacity hereunder, but I direct that if one or more of my Personal Representatives or Trustees has no such personal interest, then as to all matters pertaining to said firm or corporation involving such conflict of interest the decision of my estate and of said trust shall be made by said disinterested Personal Representative(s) or Trustee(s).
- (j) A person from time to time qualified as Personal Representative or Trustee hereunder shall not be disqualified from purchasing assets of my estate, provided (1) said purchaser shall not participate as Personal Representative or Trustee in the decisions of the Personal Representatives or Trustees as to the price, conditions and terms of the sale, all of which decisions shall be made by the other Personal Representative(s) or Trustee(s); and (2) in fixing said price, conditions and terms said other Personal Representative(s) or Trustee(s) shall in all respects treat said purchaser in the same manner as though he or she were a third party, not qualified as Personal Representative or Trustee.
- (k) My Personal Representatives and Trustees may purchase assets from or sell assets to other estates or trusts not created hereunder, notwithstanding that one or more of my

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

- (1) My Personal Representatives and Trustees may exercise any rights or options with respect to any policy of life insurance held by them, whether granted in said policy or allowed by the insurer, including, but not limited to, surrendering, converting (into paid up or extended term insurance) or borrowing upon said policy; applying dividends against premiums or to purchase paid up additions; and exercising options with respect to surrender or payment of death proceeds.
- (m) In any judicial proceeding involving my estate or any trust hereunder and in any non-judicial settlement of the account of a Personal Representative or Trustee hereunder, the interest of a person under disability may be represented by a party to such proceeding or settlement who is not under disability and who has the same interest.
- (n) I direct that any administration expenses or debts charged to principal and not claimed and allowed as estate tax deductions shall be charged, (1) if my spouse survives me, against the property disposed of in Article THIRD of this Will, or, to the extent that said property is insufficient, against my residuary estate, or, (2) if my spouse predeceases me, against my residuary estate.
- (o) I direct that all charges incurred by my Personal Representatives in storing, packing, shipping, delivering and insuring any property passing under the provisions of this Will, whether such property is specifically bequeathed or otherwise, shall be paid by my Personal Representatives as expenses of administering my estate.
- (p) Notwithstanding the provisions of Article SEVENTH of this Will, if (1) pursuant thereto, upon the death of the beneficiary of a trust thereunder, any trust property would be set aside for a person who is assigned to a generation younger than that of the beneficiary under Section 2651 of the Code and if (2) said property would be subject to a generation-skipping transfer tax on the death of the beneficiary, but would not be subject to said tax to the extent that said property is includable in the beneficiary's estate for Federal estate tax purposes, then and in that event said property shall instead pass in such manner, including to his or her estate, if he or she shall so appoint, as the beneficiary shall by Will appoint with the unanimous prior written consent of all of the then qualified Trustees of said trust, except those whose required concurrence would prevent said power of appointment from being a "general power of appointment" within the meaning of Section 2041(b)(1) of the Code. Only if and to the extent that said power of appointment is not effectively exercised shall said property be disposed of as provided in said Article SEVENTH.
- (q) Wherever in this Will property is directed to be added to or combined with an existing trust for a descendant of mine hereunder, my Personal Representatives and Trustees shall not combine property with different generation-skipping transfer tax inclusion ratios, as defined in Section 2642(a) of the Code, but shall add such property to the trust for such descendant

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

- If, at any time, there shall be a trust under the Will of my spouse, or a trust created by me or by my spouse during our lifetimes, for the same beneficiaries and subject to the same provisions as a trust under this Will (or as a trust intended to be created under this Will), my Personal Representatives and Trustees are authorized and empowered, in their absolute discretion, to transfer the principal held (or intended to be held) in trust hereunder to the Trustees of such other trust (whether or not the Trustees of such other trust or their successors are the Trustees nominated or appointed hereunder) or to combine them (unless such trusts have different generation-skipping transfer tax inclusion ratios, as defined in section 2642(a) of the Code), to form a single trust for simplicity and convenience of administration; provided, however, that if any such trusts are prevented from being combined or otherwise consolidated pursuant to the provisions of this subdivision because any such trust has a different maximum period of time that property held in such trust could remain held in such trust (the "perpetuities period"), the Trustees shall be permitted to combine or otherwise consolidate such trusts pursuant to the provisions of this subdivision with the resulting trust assigned the lesser of the perpetuities periods of the original trusts.
- (s) I authorize and empower my Personal Representatives to allocate the GST Exemption allowable to me pursuant to Section 2631 of the Code, to the extent that it shall not have been allocated (or deemed allocated) by me during my lifetime, in such manner as they, in their absolute discretion, shall determine.
- (t) In no event shall any trust hereunder continue longer than the maximum term allowable under Florida law (or any other state that may govern the provisions of my Will) in effect at the time of my death, and any trust then still in effect hereunder shall thereupon terminate and the then principal thereof shall be distributed absolutely to the beneficiary thereof.
- (u) Every Personal Representative and Trustee here-under, original and substitute, shall be chargeable only with said fiduciary's own respective receipts or acts, and shall not be liable for any loss or damage occurring hereunder without said fiduciary's willful default or deliberate wrongdoing, unless such loss or damage be occasioned by a violation of an express provision of this Will, and shall not be liable to my estate or any person beneficially interested hereunder for any loss or depreciation which may arise from any investment retained or made in accordance with the provisions of this Will or which may be occasioned by the exercise of any discretion authorized herein, whether such investment be continued or made in accordance with or in disregard of recommendations obtained as above provided.
- (v) Wherever the context permits, the words "Personal Representatives" or "Trustees" shall be deemed to include "their survivor or survivors, successor or successors."

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

- (x) In determining whether or not to exercise any discretionary power to pay income or principal of my estate or any trust hereunder, my Personal Representatives or Trustees may, but shall not be required to, (1) with respect to the trusts created under Article THIRD, Article FOURTH, and subdivision (a) of Article FIFTH of this Will, take into account any other resources available to the beneficiary under consideration; (2) take into account any effect the exercise thereof may have on the respective tax liabilities of my estate or any trust hereunder and the beneficiary under consideration; and (3) consider and accept as correct any statement concerning these matters made by the beneficiary under consideration or on behalf of such beneficiary.
- (y) I waive compliance by my Trustees with any law now or hereafter in effect requiring qualification, registration or accounting by my Trustees to any Court.
- (z) Wherever reference is made in this Will to the "Code" it shall mean the Internal Revenue Code of 1986, as amended, and, if to any specific provision, it shall include any comparable provision of any subsequently enacted revenue law of the United States in effect from time to time

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



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

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

Testatrix

Glora OKaribanian

Witness

Subscribed and sworn to before me by SHIRLEY BERNSTEIN, the Testatrix, and by George D. Karibanuan and Robert Jacobania.

the witnesses, on August 15 , 2000, all of whom personally appeared before me. SHIRLEY BERNSTEIN is personally known to me or has produced as identification.

Seorge D. Karibanuan and Robert Jacobania.

is personally known to me or has produced as identification.

Robert Jacobanian is personally known to me or has produced as identification.

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



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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this | S day of A49457, Two Thousand.

(L.S.)

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

Mesiding at 1/33 SW 201 Street

residing at 24/5

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LAW OFFICES OF

STEVEN I. GREENWALD, P.A.

BOCA PALM PROFESSIONAL PLAZA

6971 NORTH FEDERAL HIGHWAY, SUITE 105
BOCA RATON, FLORIDA 33487

e - mail: sigreenwald @ 561net.com

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

October 12, 2007

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

Re: Estate Planning

Dear Mr. and Mrs. Bernstein:

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

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

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

Cynthia Flyhi

Very truly yours

Assistant to \$teven I. Greenwald

enclosures

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

LAW OFFICES OF

STEVEN I. GREENWALD, P.A.

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

Re: Estate Planning

Dear Mr. and Mrs. Bernstein:

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

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

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

Cynthia Flynn

Very truly yours

Assistant to \$teven I. Greenwald

enclosures

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FIRST CODICIL TO

LAST WILL AND TESTAMENT OF

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

SHIRLEY BERNSTEIN

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

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

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

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

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

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

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

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

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

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

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

SHIRLEY BERNSTEIN

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

Hill Church

residing at 1344 N.W. 82nd Ave.

Coral Springs, Fl. 33071

residing at 7239 Ballantrae Court

Boca Raton, Fl. 33496

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SELF-PROOF AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PALM BEACH

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

Testatrix Witness Jane

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

Notary Public
My Commission Expires:

4

OFFICIAL NOTARY SEAL
DOROTHEA F DEPACE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC754174
MY COMMISSION EXP. JULY 21,2000

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

FIRST CODICIL TO

LAST WILL AND TESTAMENT OF

SIMON L. BERNSTEIN



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

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

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

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

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

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

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

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

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

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

SIMON L. BERNSTEIN

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 51 of 1000 PageID #:4491 Case: 17-3595 Filed: 03/12/2018 Document: 12-9 Pages: 1025

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

Mila Cyania residing at 1344 N.W. 82nd Ave.

Coral Springs, Fl. 33071

residing at 7239 Ballantrae Court

Boca Raton, Fl. 33496

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

SELF-PROOF AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PALM BEACH

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

Testator

Witness

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

Notary Public

My Commission Expires:

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

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Filed: 03/12/2018

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LIVING WILL

OF

SHIRLEY BERNSTEIN

DATED DUGUST 15, 2000

PROSKAUER ROSE LLP

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

LIVING WILL of SHIRLEY BERNSTEIN

Declaration made this \int day of \int 4545T, 2000. I, SHIRLEY BERNSTEIN, willfully and voluntarily make known my desire that my dying not be artificially prolonged under the circumstances set forth below, and I do hereby declare that, if at any time I am incapacitated, as such term is defined in Florida Statutes § 765.101(8), as amended, or the comparable provision then in effect, and

I have a terminal condition, or

I have an end-state condition, or

I am in a persistent vegetative state,

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

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

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

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

Name: Simon Bernstein

Address: 7020 Lions Head Lane

Boca Raton, Florida 33496

Phone: (561) 477-9096

SB

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If my surrogate is unwilling or unable to perform his duties, I wish to designate as my alternate surrogate: Name: Lisa Sue Friedstein Address: 2142 Churchill Lane Highland Park, Illinois 60035 Phone: I understand the full import of this declaration, and I am emotionally and mentally competent to make this declaration. IN WITNESS WHEREOF, I have hereunder signed my name and affixed my seal on the date set forth above. (Seal) SHIRLEY BERNSTEIN Signed, sealed and delivered in the presence of the following, at least one of whom is neither a spouse or blood relative of the principal: Print Name BELLA VERDE WAY Address DELRAY BEACH, FLORIDA 33446 Print Name 133 S.W. 20TH STREET BOCA RATON, FLORIDA 33486 Address

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 56 of 1000 PageID #:4496 Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025 Document: 12-9 Filed: 03/12/2018 Pages: 1025

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

Before me, the undersigned authority, personally appeared SHIRLEY BERNSTEIN to me known and known to me to be the person described in or who has produced as identification, and who executed the foregoing Living Will and she acknowledged to and before me that she executed the same for the purposes therein expressed. Witness my hand and seal on the the day of August 2000.

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Filed: 03/12/2018

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LIVING WILL

OF

SIMON BERNSTEIN

DATED: Pugust 15,2000

PROSKAUER ROSE LLP

Attorneys at Law 2255 Glades Road, Suite 340 West Boca Raton, FL 33431-7360 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 58 of 1000 PageID #:4498

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

LIVING WILL of SIMON BERNSTEIN

Declaration made this / day of / 2000, 1, SIMON BERNSTEIN, willfully and voluntarily make known my desire that my dying not be artificially prolonged under the circumstances set forth below, and I do hereby declare that, if at any time I am incapacitated, as such term is defined in Florida Statutes § 765.101(8), as amended, or the comparable provision then in effect, and

1/2

I have a terminal condition, or

S

I have an end-state condition, or

I am in a persistent vegetative state,

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

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

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

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

Name: Shirley Bernstein

Address: 7020 Lions Head Lane

Boca Raton, Florida 33496

Phone: (561) 477-9096

THE ORIGINAL OF THIS DOCUMENT IS BEING HELD FOR SAFEKEEPING BY PROSKAUER ROSE LLP 2255 GLADES ROAD BOCA RATON, FLORIDA 33431 8N

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I wish to	If my surrogate is unwilling or unable to perform her duties, designate as my alternate surrogate:
Name:	<u>Lisa Sue Friedstein</u>
Address:	2142 Churchill Lane
	Highland Park, Illinois 60035
Phone:	
emotional]	I understand the full import of this declaration, and I am ly and mentally competent to make this declaration.
affixed my	IN WITNESS WHEREOF, I have hereunder signed my name and seal on the date set forth above.
	SIMON BERNSTEIN (Seal)
Signe least one principal:	ed, sealed and delivered in the presence of the following, at of whom is neither a spouse or blood relative of the
	Witness ALBERT W. GORTZ
	Print Name 7565 BELLA VERDE WAY
	Address OELRAY BEACH, FLORIDA 33446
-	Witness GEORGED HARIEJANIAN
	Print Name 1133 S.W. 20TH STREET

Address

BOCA RATON, FLORIDA 33486

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STATE OF FLORIDA)

SS.:

COUNTY OF PALM BEACH)



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DURABLE

POWER OF ATTORNEY

OF

SHIRLEY BERNSTEIN

DATED Chigust 15, 2000

PROSKAUER ROSE LLP

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

DURABLE POWER OF ATTORNEY of SHIRLEY BERNSTEIN

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

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

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

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

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

- 1. Collect all sums of money and other property that may be payable or belong to me, and to execute receipts, releases, cancellations or discharges therefor.
- 2. Settle any account in which I have any interests and to pay or receive the balance of that account as the case may require.

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- 3. Enter any safe deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions, substitutions and replacements.
- 4. Borrow such sums on such terms and conditions as my Attorney(s) may deem advisable, to give security therefor and to execute all notes, mortgages and other instruments that my Attorney(s) finds necessary or desirable, and specifically to convey or mortgage homestead property; provided, however, that if I am married at the time of such conveyance or mortgage, the joinder of my spouse or her legal guardian is required.
- 5. Draw, accept, endorse or otherwise deal with any checks or other commercial or mercantile instruments, specifically including the right to make withdrawals from any savings account or savings and loan deposit.
- 6. Redeem bonds issued by the United States Government or any of its agencies, any other bonds and any certificates of deposit or other similar assets belonging to me.
- 7. Sell bonds, shares of stock, warrants, debentures, or other assets belonging to me, and execute all assignments and other instruments necessary or proper for transferring them to the purchaser or purchasers, and give receipts and discharges for all money payable in respect thereto.
- 8. Invest and reinvest in any property, real, personal or otherwise, including but not limited to stocks, bonds or other securities, domestic or foreign, and shares or interests in investment companies, investment trusts or Common Trust Funds of a bank or trust company, that my Attorney(s) may deem advisable.
- 9. Vote at all meetings of stockholders of any company and otherwise act as my Attorney(s) or proxy in respect of my shares of stock or other securities or investments that now or hereafter may belong to me, and appoint substitutes or proxies with respect to any of those shares of stock, and to execute stock powers or similar documents on behalf of the principal and delegate to a transfer agent or a similar person the authority to register any stocks, bonds, or other securities either into or out of the principal's or nominee's name.
- 10. Represent me in all Federal, state and local tax matters, with full power, subject to revocation, to perform any and all acts that I can perform, including the power to receive, endorse and collect checks in payment of any refund of Federal, state or local taxes, penalties or interest; in connection with these tax matters, to delegate authority or to substitute another attorney or agent; to execute waivers (including offers of waivers) of restrictions on assessment or

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

- 11. Alter, repair, improve, demolish, manage, partition, mortgage, lease for any period (including a period in excess of any fixed by statute), exchange, grant options to lease or to buy, and sell or dispose of, at public or private sale and upon such conditions and such terms as to cash and credit as my Attorney(s) may deem advisable, any of my property (real or personal) and to execute, acknowledge and deliver all instruments necessary to effectuate the foregoing.
- 12. Prosecute, defend and settle all actions or other legal proceedings in which I may have an interest.
- 13. Continue, settle or discontinue any business or partnership in which I may be interested.
- 14. The above power also includes the power to transfer in my name and on my behalf, by way of gift, any of my property (real or personal), in such amounts as my Attorney(s) may deem advisable, to such one or more of my descendants, including my Attorney(s), or such other persons or charitable organizations, equally or unequally, to any of them to the exclusion of the others and subject to such lawful trusts, terms and conditions as my Attorney(s), in their absolute discretion, shall determine; provided, however, that said amounts transferred to or for the benefit of a person shall not exceed, in the aggregate in any one calendar year, the amount allowed as an annual exclusion from the Federal gift tax provided in Section 2503(b) of the Internal Revenue Code of 1986, as amended, or the comparable provision in effect from time to time.
 - 15. Transfer assets to an existing trust created by me.

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

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

IN WITNESS WHEREOF, I have hereunder signed my name and affixed my seal this $\frac{1}{2}$ day of $\frac{4}{2}$, 2000.

	•	
Signed, sealed and delivered in the presence of:		(Seal)
Witness ALBERT W. GORTZ	SHIRLEY BERNSTEIN	
Print Name 7565 BELLA VERDE WAY	Print Name 7020 Lions Head Lane	
Address DELRAY BEACH, FLORIDA 33446	Address Boca Raton, Florida 33496	
Witness GEORGE D. RAFIEJANIAN		

Print Name 1133 S.W. 20TH STREET

BOCA RATON, FLORIDA 33486

Address

STATE OF FLORIDA)) SS.: COUNTY OF PALM BEACH)
Before me, the undersigned authority, personally appeared
SHIRLEY BERNSTEIN, to me known and known to me to be the person
described in or who has produced as
identification, and who executed the foregoing Durable Power of
Attorney, and she acknowledged to and before me that she executed the
same for the purposes therein expressed.
Witness my hand and seal on the 15^{th} day of $\frac{hyust}{}$,
Mesune M. Carr
Notary Public, Widine M. Catalfimo
Print Name 1226 5W 25th Way Address Boynton Beach, FL 33426
MADINE M. CATALFRED COMMISSION # CC817758 EXPIRES MAY 1 d. 2003 BOKED DIRECTOR ADVANTAGE NOTARY

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DURABLE

POWER OF ATTORNEY

OF

SIMON BERNSTEIN

DATED: August 15, 2000

PROSKAUER ROSE LLP

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

DURABLE POWER OF ATTORNEY of SIMON BERNSTEIN

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

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

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

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

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

- 1. Collect all sums of money and other property that may be payable or belong to me, and to execute receipts, releases, cancellations or discharges therefor.
- 2. Settle any account in which I have any interests and to pay or receive the balance of that account as the case may require.

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- 3. Enter any safe deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions, substitutions and replacements.
- 4. Borrow such sums on such terms and conditions as my Attorney(s) may deem advisable, to give security therefor and to execute all notes, mortgages and other instruments that my Attorney(s) finds necessary or desirable, and specifically to convey or mortgage homestead property; provided, however, that if I am married at the time of such conveyance or mortgage, the joinder of my spouse or her legal guardian is required.
- 5. Draw, accept, endorse or otherwise deal with any checks or other commercial or mercantile instruments, specifically including the right to make withdrawals from any savings account or savings and loan deposit.
- 6. Redeem bonds issued by the United States Government or any of its agencies, any other bonds and any certificates of deposit or other similar assets belonging to me.
- 7. Sell bonds, shares of stock, warrants, debentures, or other assets belonging to me, and execute all assignments and other instruments necessary or proper for transferring them to the purchaser or purchasers, and give receipts and discharges for all money payable in respect thereto.
- 8. Invest and reinvest in any property, real, personal or otherwise, including but not limited to stocks, bonds or other securities, domestic or foreign, and shares or interests in investment companies, investment trusts or Common Trust Funds of a bank or trust company, that my Attorney(s) may deem advisable.
- 9. Vote at all meetings of stockholders of any company and otherwise act as my Attorney(s) or proxy in respect of my shares of stock or other securities or investments that now or hereafter may belong to me, and appoint substitutes or proxies with respect to any of those shares of stock, and to execute stock powers or similar documents on behalf of the principal and delegate to a transfer agent or a similar person the authority to register any stocks, bonds, or other securities either into or out of the principal's or nominee's name.
- 10. Represent me in all Federal, state and local tax matters, with full power, subject to revocation, to perform any and all acts that I can perform, including the power to receive, endorse and collect checks in payment of any refund of Federal, state or local taxes, penalties or interest; in connection with these tax matters, to delegate authority or to substitute another attorney or agent; to execute waivers (including offers of waivers) of restrictions on assessment or

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

- 11. Alter, repair, improve, demolish, manage, partition, mortgage, lease for any period (including a period in excess of any fixed by statute), exchange, grant options to lease or to buy, and sell or dispose of, at public or private sale and upon such conditions and such terms as to cash and credit as my Attorney(s) may deem advisable, any of my property (real or personal) and to execute, acknowledge and deliver all instruments necessary to effectuate the foregoing.
- 12. Prosecute, defend and settle all actions or other legal proceedings in which I may have an interest.
- 13. Continue, settle or discontinue any business or partnership in which I may be interested.
- 14. The above power also includes the power to transfer in my name and on my behalf, by way of gift, any of my property (real or personal), in such amounts as my Attorney(s) may deem advisable, to such one or more of my descendants, including my Attorney(s), or such other persons or charitable organizations, equally or unequally, to any of them to the exclusion of the others and subject to such lawful trusts, terms and conditions as my Attorney(s), in their absolute discretion, shall determine; provided, however, that said amounts transferred to or for the benefit of a person shall not exceed, in the aggregate in any one calendar year, the amount allowed as an annual exclusion from the Federal gift tax provided in Section 2503(b) of the Internal Revenue Code of 1986, as amended, or the comparable provision in effect from time to time.
 - 15. Transfer assets to an existing trust created by me.

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

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

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

Signed, sealed and delivered in the presence of:

ALBERT W. GORTZ

(Seal)

Print Name 7565 BELLA VERDE WAY

Address

DELRAY BEACH, FLORIDA 33446

SIMON BERNSTEIN

Print Name

7020 Lions Head Lane

Address

<u>Boca Raton, Florida 33496</u>

GEORGE D. KARIBJANIAN

Print Name

1133 S.W. 20TH STREET

Address

BOCA RATON, FLORIDA 33486

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Filed: 03/12/2018

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DESIGNATION

OF

HEALTH CARE SURROGATE

OF

SIMON BERNSTEIN

DATED GUGUST 15, 2000

PROSKAUER ROSE LLP

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

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DESIGNATION OF HEALTH CARE SURROGATE of SIMON BERNSTEIN

Designation made this day of Gogost, 2000.

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

Address:	7020 Lions Head Lane
	Boca Raton, Florida 33496
Phone:	(561) 477-9096
I wish to	If my surrogate is unwilling or unable to perform his duties, designate as my alternate surrogate:
Name:	Lisa Sue Friedstein
Address:	2142 Churchill Lane
	Highland Park, Illinois 60035
Phone:	

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

Additional instructions:

Shirley Bernstein

Name:

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

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

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

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

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

SIMON BERNSTEIN

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

Witness
Print Name
Address

Witness
Print Name
Address

(Seal)

STATE OF FLORIDA) SS.:	
COUNTY OF PALM BEACH)	
Before me, the undersigned	ed authority, personally appeared
SIMON BERNSTEIN, to me known and known and	nown to me to be the person described
in or who has produced	as identification
and who executed the foregoing Des	ignation of Health Care Surrogate and
he acknowledged to and before me the	hat he executed the same for the
purposes therein expressed.	
Witness my hand and seal	on the,
2000.	
	Notary Public
	Print Name
	Address

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018

DESIGNATION

OF

HEALTH CARE SURROGATE

OF

SIMON BERNSTEIN

PROSKAUER ROSE LLP

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

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DESIGNATION OF HEALTH CARE SURROGATE Of SIMON BERNSTEIN

Designation	made thi	ls //	day	of Gugus	<u></u>	2000.

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

Name:	Shirley Bernstein			
Address:	7020 Lions Head Lane			
	Boca Raton, Florida 33496			
Phone:	(561) 477-9096			
I wish to	If my surrogate is unwilling designate as my alternate sur	perform 1	his d	luties,
Name:	Lisa Sue Friedstein			
Address:	2142 Churchill Lane			
	Highland Park, Illinois 60035			
Phone:				

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

Additional instructions:

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

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

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

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

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

SIMON BERNSTEIN

(Seal)

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

Witness

Print Name

Address

Witness

Print Name

Address

STATE OF FLORIDA)) SS.:	
COUNTY OF PALM BEACH)	
Before me, the undersigne	ed authority, personally appeared
SIMON BERNSTEIN, to me known and kn	nown to me to be the person described
in or who has produced	as identification,
and who executed the foregoing Desi	ignation of Health Care Surrogate and
he acknowledged to and before me the	nat he executed the same for the
purposes therein expressed.	
Witness my hand and seal	on the,
2000.	
	Notary Public
	Print Name
	Address
	·

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Filed: 03/12/2018

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DESIGNATION

OF

HEALTH CARE SURROGATE

OF

SHIRLEY BERNSTEIN

DATED: august 15,2000

PROSKAUER ROSE LLP

Attorneys at Law 2255 Glades Road, Suite 340 West Boca Raton, FL 33431-7360 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 82 of 1000 PageID #:4522 Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

DESIGNATION OF HEALTH CARE SURROGATE of SHIRLEY BERNSTEIN

Designation made	this	15	day of	A4	945T.	2000.
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I, SHIRLEY BERNSTEIN, do hereby declare, that in the event that I have been determined to be incapacitated to provide informed consent for medical treatment and surgical and diagnostic procedures, I wish to designate as my surrogate for health care decisions:

Name:	Simon Bernstein
Address:	7020 Lions Head Lane
	Boca Raton, Florida 33496
Phone:	(561) 477-9096
I wish to	If my surrogate is unwilling or unable to perform his duties, designate as my alternate surrogate:
Name:	Lisa Sue Friedstein
Address:	2142 Churchill Lane
	Highland Park, Illinois 60035
Phone:	

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

Additional instructions:

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

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

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

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

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

SHIRLEY BERNSTEIN (Seal)

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

Witness ALBERT W. GORTZ

Print Name 7565 BELLA VERDE WAY

Address DELRAY BEACH, FLORIDA 33446

Witness GEORGE D.KARIBJANIAN

Print Name Seorge D.KARIBJANIAN

Print Name Seorge D.KARIBJANIAN

Print Name Seorge D.KARIBJANIAN

BOCA RATON, FLORIDA 33486

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DESIGNATION

OF

HEALTH CARE SURROGATE

OF

SHIRLEY BERNSTEIN

DATED: Cligust 15,2000

PROSKAUER ROSE LLP

Attorneys at Law 2255 Glades Road, Suite 340 West Boca Raton, FL 33431-7360 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 86 of 1000 PageID #:4526 Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

DESIGNATION OF HEALTH CARE SURROGATE of SHIRLEY BERNSTEIN

Designation made this 15 day of 149457 , 2000	Designation	made	this	15	day	of	A4	9	45	<u>力</u> ,	2000
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I, SHIRLEY BERNSTEIN, do hereby declare, that in the event that I have been determined to be incapacitated to provide informed consent for medical treatment and surgical and diagnostic procedures, I wish to designate as my surrogate for health care decisions:

Name:	Simon Bernstein	
Address:	7020 Lions Head Lane	
	Boca Raton, Florida 33496	
Phone:	(561) 477-9096	
I wish to	If my surrogate is unwilling or unable to perform ho designate as my alternate surrogate:	is duties,
Name:	<u>Lisa Sue Friedstein</u>	
Address:	2142 Churchill Lane	
	Highland Park, Illinois 60035	
Phone:	·	

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

Additional instructions:

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

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

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

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

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

SHIRLEY BERNSTEIN (Seal)

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

Witness ALBERT W. GORTZ

Print Name
7565 BELLA VERDE WAY

Address DELRAY BEACH, FLORIDA 33446

Witness GEORGE D. KARIBJANIAN

Print Name S.W. 20TH STREET

Address BOCA RATON, FLORIDA 33486

STATE OF FLORIDA)) SS.:
COUNTY OF PALM BEACH)
Before me, the undersigned authority, personally appeared
SHIRLEY BERNSTEIN, to me known and known to me to be the person
described in or who has produced as
identification, and who executed the foregoing Designation of Health
Care Surrogate and she acknowledged to and before me that she executed
the same for the purposes therein expressed.
Witness my hand and seal on the 15^{+h} day of $4vqust$,
Notary Public Nadine M. Cirtaitimo
Print Name 1226 SW 25th Wwy
Boyutin Beach, FL 33426
NADRE M. CATAMANO COMMISSION & CC817748 EXPIRES MAY 16, 2003 BOXED THROUGH ADVANTAGE HOLIAN

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

October 17, 2011

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

Re: Simon L. Bernstein Irrevocable Trust

Dear Ms. Rufe:

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

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

, , , ,

Simon L. Bernstein

Enc.

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JPMorgan Chase Bank, N.A. 270 Park Avenue, New York, NY 10017-2014 BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000 For the Period 9/1/11 to 9/30/11

Pages: 1025

Asset Account

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

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

Client News

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

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

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

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

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

J.P.Morgan

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

Asset Allocation

Account Summary

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Equity	1,050,971.87	999,771.98	(51,199.89)	39,631.21	50%
Cash & Fixed Income	1,120,647.26	972,835.59	(147,811.67)	50,977.37	50%
Market Value	\$2,171,619.13	\$1,972,607.57	(\$199,011.56)	\$90,608.58	100%
Accruals	10,821.73	9,977.95	(843.78)		
Market Value with Accruals	\$2,182,440,86	\$1,982,585,52	(\$199.855.34)		

		- T	_Equity
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Cash & Fixed Income		-	

Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	2,171,619.13	2,944,996.10
Contributions	1,320.00	261,273.56
Withdrawals & Fees	(139,704.86)	(1,263,522.69)
Net Contributions/Withdrawals	(\$138,384.86)	(\$1,002,249.13)
Income & Distributions	6,952.22	86,300.00
Change In Investment Value	(67,578.92)	(56,439.40)
Ending Market Value	\$1,972,607.57	\$1,972,607.57
Accruals	9,977.95	9,977.95
Market Value with Accruais	\$1,982,585,52	\$1,982,585,52

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

Account Summary CONTINUED

Tax Summary	Current Period Value	Year-to-Date Value
Domestic Dividends/Distributions	3,863.00	31,545.05
Foreign Dividends	136.50	409.50
Currency Gain/Loss		7,103.92
Interest Income	2,017.66	25,991.21
Ordinary Income		8,405.17
Taxable Income	\$6,017.16	\$73,454.85
Tax-Exempt Income	935.06	8,174.65
Tax-Exempt Income	\$935.06	\$8,174.65
Partnership/Alt Asset Distributions		4,670.50
Other Income & Receipts		\$4,670.50
Cost Summary		Cost
Equity		814,106.36
Cash & Fixed Income		682,567.55
Total		\$1,496,673.91

	Current Period Value	Year-to-Date Value
ST Realized Gain/Loss		1,444.64
LT Realized Gain/Loss		(56.37)
Realized Gain/Loss		\$1,388.27
		To-Date Value
Unrealized Gain/Loss		\$282,893.42

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

Asset Categories

Equity Summary

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

Non-US Equity	
US Small Cap Equity	
US Mid Cap Equity	
So line cap Equity	
Global Equity	
*******************	US Large Cap Equity
\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	

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

Equity as a percentage of your portfolio - 50 %

Equity Detail

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

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

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

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

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

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

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

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

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

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

Asset Categories

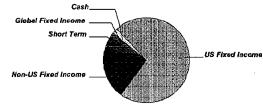
Pages: 1025

Cash & Fixed Income Summary

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

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





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

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

SUMMARY BY MATURITY

Cash & Fixed Income	Market Value	% of Bond Portfolio
0-6 months ¹	500,451.52	54%
6-12 months ¹	10,200.00	1%
1-5 years ¹	262,422.26	26%
5-10 years¹	132,644.72	13%
10+ years ¹	67,117.09	6%
Total Value	\$972,835.59	100%

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

SUMMARY BY TYPE

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

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

Cash & Fixed Income Detail

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

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Note: P indicates position adjusted for Pending Trade Activity.

¹ This is the Annual Percentage Yield (APY) which is the rate earned if balances remain on deposit for a full year with compounding, there is no change in the interest rate and all interest is left in the account.

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

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

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

				Adjusted Tax Cost	Unrealized	Est. Annual Income	
	Price	Quantity	Value	Original Cost	Gain/Loss	Accrued Interest	Yield
US Fixed Income							
NUVEEN INSURED TAX-FREE ADVANTAGE MUNICIPAL FUND 670657-10-5	14.24	1,500.00	21,360.00	19,902.00	1,458.00	1,260.00	5.90 %
EATON VANCE MUNICIPAL BOND FUND 27827X-10-1	12.35	2,500.00	30,875.00	25,000.00	5,875.00	2,290.00	7.42%
WESTERN ASSET MUN HIGH INCOME FUND 95766N-10-3	7.46	1,500.00	11,190.00	10,500.00	690.00	630.00	5,63 %
DEUTSCHE BANK AG LONDON NOTES 5 3/8% OCT 12 2012 DTD 10/12/2007 2515A0-HQ-9 A+ /AA3	103.13	22,000.00	22,688.16	22,324.50	363.66	1,182.50 555.10	2.29 %
JOHN DEERE CAPITAL CORP 5.10% JAN 15 2013 DTD 1/10/2003 244217-BK-0 A /A2	105.41	10,000.00	10,541.00	10,466.85	74.15	510.00 107.66	0.87%
GENERAL ELECTRIC COMPANY NOTES 5% FEB 1 2013 DTD 1/28/2003 369604-AY-9 AA+ /AA2	104.73	23,000.00	24,088.59	23,368.11	720.48	1,150.00 191.65	1.40 %
HUTCHISON WHAMP INTERNATIONAL LTD 6 1/2% SER REGS FEB 13 2013 DTD 2/13/2003 G4672Q-AA-2 A- /A3	106.34	9,000.00	9,570.70	N/A **	N/A	585.00 77.99	1.79%
PETROBRAS INTERNATIONAL FINANCE NOTES 9 1/8% JUL 2 2013 DTD 7/2/2003 71645W-AG-6 NA /A3	110.63	15,000.00	16,593.75	17,289.97	(696.22)	1,368.75 338.38	2.87 %

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

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

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

	Price	Quantity	Value	Adjusted Tax Cost Original Cost	Unrealized Gain/Loss	Est. Annual Income	Yield
	1 1100	Quantity	74,40	Oliginal Cost	Janipeoso	7 100/1004	110(4
Non-US Fixed Income							
SWEDISH GOVERNMENT - SEK 5.50% OCT 8 2012 DTD 10/08/2001 HELD BY EUROCLEAR ISIN SE0000909640 SEDOL 7334821 H33482-9A-2 AAA /AAA SEK	15.19	80,000.00	12,155.66	11,006.43	1,149.23	640.63 628.17	1.18%
UNITED MEXICAN STATES NOTES 6 3/6% JAN 16 2013 DTD 1/16/2003 91086Q-AK-4 BBB /BAA	105.75	24,000.00	25,380.00	24,993.13	386.87	1,530.00 318.74	1.86%
TELECOM ITALIA FIN SA - EUR MEDIUM TERM NOTE 6.875% JAN 24 2013 DTD 01/24/2003 HELD BY EUROCLEAR ISIN XS0161101679 SEDOL 7533510 H53465-9C-8 BBB /BAA EUR	137.66	12,000.00	16,518.91	15,959.56	559.35	1,106.90 758.15	4.76%
NORWEGIAN GOVERNMENT -NOK 6.50% MAY 15 2013 DTD 05/15/2002 HELD BY EUROCLEAR ISIN NO0010144843 SEDOL 7381076 666999-9A-7 AAA /AAA NOK	18.38	202,000.00	37,135.07	34,176.14	2,958.93	2,236.41 849.32	1.52 %
REPUBLIC OF SOUTH AFRICA - ZAR 8.75% DEC 21 2014 DTD 12/21/2002 HELD BY EUROCLEAR ISIN ZAG000019878 SEDOL 6711953 S69124-9Q-0 A /A3 ZAR	13.19	105,000.00	13,852.67	11,157.01	2,695.66	1, 142.85 319.37	6.63 %
NEW ZEALAND GOVERNMENT-NZD 6% APR 15 2015 DTD 04/15/2003 HELD BY EUROCLEAR ISIN NZGOVD0004R7 SEDOL 6610726 G62784-9B-4 AAA /AAA NZD	83.15	42,000.00	34,922.80	23,764.68	11,158.12	1,926.28 889.43	3.35 %

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

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

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Current

Year-To-Date

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

Portfolio Activity Summary - U S Dollar

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

Period Value	Value*
	(8,583.37)
\$0.00	(\$8,583.37)

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

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

Portfolio Activity Detail - U S Dollar

INFLOWS & OUTFLOWS

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

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

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

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

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Settle Date	Type Selection Method	Description	Quantity Cost	Per Unit Amount	Amount
Income					
9/30	Tax-Exempt Income	EATON VANCE MUNICIPAL BOND FUND @ 0.076334 PER SHARE (ID: 27827X-10-1)	2,500.000	0.076	190.84
9/30	Div Domest	EATON VANCE SR FLOATING RATE FUND @ 0.082 PER SHARE (ID: 27828Q-10-5)	2,000.000	0.082	164.00
9/30	Div Domest	EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND @ 0.1025 PER SHARE (ID: 27828S-10-1)	3,500.000	0.103	358.75
9/30	Div Domest	EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND @ 0.3024 PER SHARE (ID: 27829C-10-5)	1,000.000	0.302	302.40
9/30	Tax-Exempt Income	WESTERN ASSET MUN HIGH INCOME FUND @ 0.035 PER SHARE (ID: 95766N-10-3)	1,500.000	0.035	52.50
Total Incon	10		<u> </u>		\$6,483.81
Settle Date	Type Selection Method	Description	Quantity Cost	, . 	Amount
Contributio	ns				
9/22	Misc Credit	FED WIRE CREDIT VIA: COMERICA BANK CORPORATED BLVD/067012099 B/O: TELENET SYSTEMS INC BOCA RATON,FL 334337641 REF: CHASE NYC/CTR/BNF=BERNSTEIN FAMILY INVESTMENT LLLP BOCA RATON FL 33487-1387/AC-000000032326 RFB=O/B COMERICA BK OBI=INTEREST ON LOAN/TEIMAD: 0922F6QC949C000036 TRN: 2398009265FF			1,320.00

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

Settle Date	Type Selection Method	Description	Quantity Cost	Amount
	change - Inflows			<u>,</u>
9/7	Spot FX	REPATRIATION OF FOREIGN INTEREST BUY USD SELL GBP EXCHANGE RATE 1.561371000 DEAL 09/07/11 VALUE 09/07/11 (ID: 0GBPPR-CV-1)	(300.000) (468.41)	468.41
Settle Date	Type Selection Method	Description	Quantity Cost	Amount
Withdrawal	s			
9/2	Misc Disbursement	TRANSFERRED BY WIRE TO LEGACY BANK OF FLORIDA FAO BERNSTEIN FAMILY REALTY LLC AS REQUESTED		(6,000.00)
9/6	Misc Disbursement	FUNDS TRANSFERRED FROM PRN A/C# W32635000 TO DDA A/C# 0000000000849197231 AS REQUESTED		(6,619.22)
9/12	Misc Disbursement	TRANSFERRED BY WIRE TO WACHOVIA BANK FAO SIMON BERNSTEIN AS REQUESTED		(24,000.00)
9/14	Misc Disbursement	FUNDS TRANSFERRED FROM PRN A/C# W32635000 TO DDA A/C# 0000000000849197231 PHONE INSTRUCTIONS FROM CLIENT		(70,000.00)
9/19	Misc Disbursement	FUNDS TRANSFERRED FROM PRN A/C# W32635000 TO DDA A/C# 0000000000849197231 AS REQUESTED		(8,085.64)
9/22	Misc Disbursement	TRANSFERRED BY WIRE TO WACHOVIA BANK NA OF FLORIDA FAO ARBITRAGE INTERNATIONAL MANAGEM AS REQUESTED		(25,000.00)
Total Withd	rawals			(\$139,704.86)

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

TRADE ACTIVITY

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

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

Total Pending Securities Purchased (\$1,089.12)

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

Portfolio Activity Summary - Pound Sterling

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

^{*} Year to date information is calculated on a calendar year basis.

Portfolio Activity Detail - Pound Sterling

INFLOWS & OUTFLOWS

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

^{**} Your account's standing instructions use a HIGH COST method for relieving assets from your position

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

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

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

Settled Foreign Exchange Contracts

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

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

IMPORTANT INFORMATION ABOUT YOUR STATEMENT(S)

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

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

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

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

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

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

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

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

Important Information about Pricing and Valuations

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

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

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

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

J.P.Morgan	Disclosures Page 1 of 3

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

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

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

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

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

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

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

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

Offshore Deposits - London and Nassau

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

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

Fund manager disclosure information available upon request

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

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

Additional Information About Your Accounts

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

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

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

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

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

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

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

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

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

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

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

J.P.	Mo	rgan
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Kimberly Moran

From:

Diana Banks [diana@lifeinsuranceconcepts.com]

Sent:

Thursday, October 20, 2011 5:06 PM

To:

Kimberly Moran

Cc:

Robert Spallina

Subject:

RE: Simon L. Bernstein Irrevocable Trust

Attachments: Bernstein Statements June 2011-Sept 2011.pdf

Statement attached

Diana Banks - Vice President of Administration



Life Insurance Concepts

950 Peninsula Corporate Circle, Suite 3010

Boca Raton, FL 33487 Tel: 561.988.8984 Toll Free: 866.395.8984 Fax: 561.988.0833

Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]

Sent: Monday, October 17, 2011 10:02 AM

To: Diana Banks **Cc:** Robert Spallina

Subject: Simon L. Bernstein Irrevocable Trust

Hi Diana -

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

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

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

Best regards,

10/21/2011

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Kimberly Moran, Legal Assistant Tescher & Spallina, P.A.

4855 Technology Way, Suite 720 Boca Raton, FL 33431 Tel: (561) 997-7008 Fax: (561) 997-7308 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 119 of 1000 Page P #i4559

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Kimberly Moran

From:

Kimberly Moran

Sent:

Friday, October 21, 2011 2:54 PM

To:

'crufe@wilmingtontrust.com'

Cc:

Robert Spallina

Subject:

Simon L. Bernstein

Attachments: Bernstein Itr to Wilmington Trust Company dtd 10-17-11.pdf; Bernstein - JP Morgan stmt Sept

2011.pdf

Dear Ms. Rufe:

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

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

Best regards,

Kimberly Moran, Legal Assistant Tescher & Spallina, P.A.

4855 Technology Way, Suite 720 Boca Raton, FL 33431 Tel: (561) 997-7008

Fax: (561) 997-7308

Kimberly Moran

From:

Kimberly Moran

Sent:

Monday, October 17, 2011 10:02 AM

To:

'Diana Banks'

Cc:

Robert Spallina

Subject:

Simon L. Bernstein Irrevocable Trust

Attachments: Bernstein Itr to Wilmington Trust Company dtd 10-17-11.pdf

Hi Diana -

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

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

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

Best regards,

Kimberly Moran, Legal Assistant Tescher & Spallina, P.A.

4855 Technology Way, Suite 720 Boca Raton, FL 33431 Tel: (561) 997-7008

Fax: (561) 997-7308

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

October 17, 2011

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

Re: Simon L. Bernstein Irrevocable Trust

Dear Ms. Rufe:

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

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

Sincerely yours,

Simon L. Bernstein

Enc.

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

August 26, 2011

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

RE: Simon L. Bernstein Irrevocable Trust

Dear Ms. Rufe:

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

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

Sincerely yours,

SIMON L. BERNSTEIN

Encl.



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

June 29, 2011

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

RE: Simon L. Bernstein Irrevocable Trust

Dear Mr. Stansbury:

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

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

Kind Regards,

Ms. Carece Rufe, CTFA

Fiduciary Advisor

Wealth Advisory Services crufe@wilmingtontrust.com

arece/cufe

302-651-8248

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Robert Spallina

From: margaret.brown@bakerbotts.com

Sent: Monday, April 26, 2010 4:22 PM

To: Robert Spallina

S.Loomis-Price@bakerbotts.com; JCoker@fits-inc.com

Subject: Bernstein/Friedstein/Simon/lantoni Trusts

Hi, Robert -

Cc:

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

Thank you so much -

Maggie Brown 713-229-1987

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

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WILMINGTON FUNDS



MONEY MARKET FUNDS

PRIME MONEY MARKET
U.S. GOVERNMENT MONEY MARKET
TAX-EXEMPT MONEY MARKET

Institutional Shares

Prospectus
November 1, 2007

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WILMINGTON PRIME MONEY MARKET FUND

WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND

WILMINGTON TAX-EXEMPT MONEY MARKET FUND

of WT Mutual Fund Institutional Shares

PROSPECTUS DATED NOVEMBER 1, 2007

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

Please note that these Funds:

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

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

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TABLE OF CONTENTS A look at the goals, strategies, **FUND DESCRIPTIONS** risks and expenses of each Fund. Summary Performance Information 3 Fees and Expenses 6 Example 6 7 Investment Objective 7 Principal Investment Strategies . Additional Risk Information . . . 9 Financial Highlights 10 Details about the MANAGEMENT OF THE FUNDS service providers. 14 Policies and instructions SHAREHOLDER INFORMATION for opening, maintaining and closing an account Purchase of Shares 15 in any of the Funds. Redemption of Shares 18 Frequent Purchases and Redemptions 20 Distributions 22 Details on the Funds' **DISTRIBUTION ARRANGEMENTS** share classes. Share Classes 24 **FOR MORE INFORMATION** 25

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WILMINGTON PRIME MONEY MARKET FUND

WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND

WILMINGTON TAX-EXEMPT MONEY MARKET FUND

Institutional Shares

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

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• The Wilmington Prime Money Market Fund and the Wilmington Tax-Exempt Money Market Fund may each invest more than 25% of its total assets in the obligations of banks, finance companies and utilities. The Wilmington U.S. Government Money Market Fund may invest up to 20% of its total assets in the obligations of banks, finance companies and utilities.

Principal Risks

The Funds are subject to the risks summarized below, which are further described under "Additional Risk Information."

- An investment in a Fund is not a deposit of Wilmington Trust Company or any of its affiliates and is not insured or guaranteed by the FDIC or any other government agency. Although each Fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a Fund.
- The obligations in which the Funds invest are subject to credit risk and interest rate risk. Typically, when interest rates rise, the market prices of debt securities go down. Securities issued by government sponsored entities are not insured or guaranteed by the U.S. Government.
- The performance of a Fund will depend on whether or not the investment adviser is successful in pursuing its investment strategy.

Investor Profile

• Conservative

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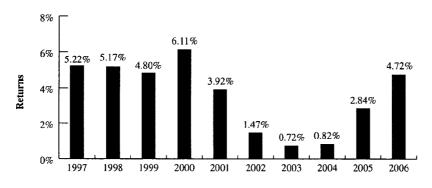
PERFORMANCE INFORMATION

Wilmington Prime Money Market Fund

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

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

Annual Total Returns for the Past 10 Calendar Years



Performance Years

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

Best Quarter

Worst Quarter

		0.12% ne 30, 2004)		
Average Annual Total Returns as of December 31,	2006	1 Year	5 Years	10 Years
Prime Money Market Fund — Institutional Shares		4.72%	2.10%	3.56%

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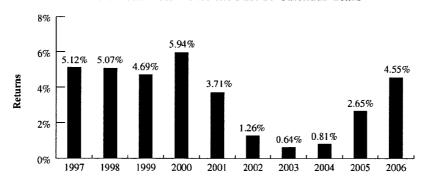
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Wilmington U.S. Government Money Market Fund

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

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

Annual Total Returns for the Past 10 Calendar Years



Performance Years

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

Worst Quarter

0.13%

Best Quarter

1.54%

(December 31, 2000) (Ju		ane 30, 2004)			
Average Annual Total Returns as of December 31, 2	2006	l Year	5 Years	10 Years	
U.S. Government Money Market Fund —					
Institutional Shares		4 55%	1 97%	3 43%	

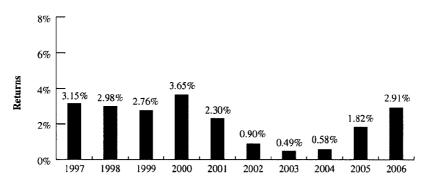
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Wilmington Tax-Exempt Money Market Fund

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

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

Annual Total Returns for the Past 10 Calendar Years



Performance Years

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

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

Average Annual Total Returns as of December 31, 2006	1 Year	5 Years	10 Years
Tax-Exempt Money Market Fund —			
Institutional Shares	201%	1 33%	2 15%

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

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FEES AND EXPENSES

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

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

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

EXAMPLE

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

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

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

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

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

INVESTMENT OBJECTIVE

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

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

PRINCIPAL INVESTMENT STRATEGIES

The Wilmington Prime Money Market Fund invests in:

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

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 corporate obligations having a remaining maturity of 397 calendar days or less, issued by corporations having outstanding comparable obligations that are (a) rated in the two highest categories of any two NRSROs or (b) rated no lower than the two highest long-term debt ratings categories by any NRSRO;

- U.S. Government obligations (as described below);
- high quality municipal securities; and
- repurchase agreements that are fully collateralized by U.S. Government obligations.

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

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

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

The Wilmington Tax-Exempt Money Market Fund invests in:

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

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

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

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

ADDITIONAL RISK INFORMATION

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

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

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FINANCIAL HIGHLIGHTS

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

PRIME MONEY MARKET FUND — INSTITUTIONAL SHARES

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

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

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

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U.S. GOVERNMENT MONEY MARKET FUND — INSTITUTIONAL SHARES

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

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

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

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TAX-EXEMPT MONEY MARKET FUND — INSTITUTIONAL SHARES

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

 $^{^{1}}$ Less than \$0.01 per share. 2 Prior to June 23, 2006, the Institutional Shares were known as Investor Shares and were subject to a Rule 12b-1 distribution fee.

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

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MANAGEMENT OF THE FUNDS

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

INVESTMENT ADVISER

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

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

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

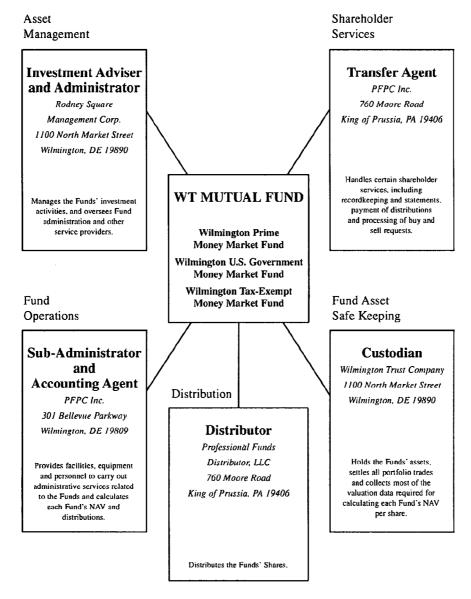
WTIM receives a sub-advisory fee from RSMC as agreed to from time to time with RSMC. Such fee paid to WTIM will not exceed the contractual amount of RSMC's fee.

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

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SERVICE PROVIDERS

The chart below provides information on the primary service providers.



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SHAREHOLDER INFORMATION

PRICING OF SHARES

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

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

PURCHASE OF SHARES

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

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

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

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

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

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

Regular mail:

Overnight mail:

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

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

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

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

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REDEMPTION OF SHARES

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

WILMINGTON TAX-EXEMPT MONEY MARKET FUND

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

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

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

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

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

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

Regular mail:

Wilmington Money Market Funds c/o PFPC Inc. P.O. Box 9828 Providence, RI 02940

Overnight mail:

Wilmington Money Market Funds c/o PFPC Inc. 101 Sabin Street Pawtucket, RI 02860-1427

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

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

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

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

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

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

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

FREQUENT PURCHASES AND REDEMPTIONS

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

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

EXCHANGE OF SHARES

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

Wilmington Aggressive Asset Allocation Fund

Wilmington Moderate Asset Allocation Fund

Wilmington Conservative Asset Allocation Fund

Wilmington ETF Allocation Fund

Wilmington Prime Money Market Fund

Wilmington U.S. Government Money Market Fund

Wilmington Tax-Exempt Money Market Fund

Wilmington Short/Intermediate-Term Bond Fund

Wilmington Broad Market Bond Fund

Wilmington Municipal Bond Fund

Wilmington Large-Cap Core Fund

Wilmington Large-Cap Value Fund

Wilmington Large-Cap Growth Fund

Wilmington Small-Cap Core Fund

Wilmington Small Cap Value Fund

Wilmington Small Cap Growth Fund

Wilmington Multi-Manager Large-Cap Fund

Wilmington Multi-Manager Small-Cap Fund

Wilmington Multi-Manager International Fund

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

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

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

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

DISTRIBUTIONS

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

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

TAXES

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

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

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

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

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DISTRIBUTION ARRANGEMENTS

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

SHARE CLASSES

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

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FOR MORE INFORMATION

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

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

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

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

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

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

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

The investment company registration number is 811-08648.

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WILMIN	GTON		11/07
	FUNDS		
Mone	ey Market		
	Funds		
INSTITUTION	NAL SHARES		
APPLICATIO	N & NEW ACCOUNT REC	GISTRATION	
FOR ASSISTAN	S: ISTRUCTIONS OR CE IN COMPLETING LL (800) 336-9970	RETURN THIS COMPLETED FO WILMINGTON MONEY MA FUNDS — INSTITUTIONAL C/O PFPC Inc. P.O. Box 9828 PROVIDENCE, RI 02940	RKET
FUND SELEC	TION (\$5,000,000 MINIM	UM)	
☐ WILMIN	GTON PRIME MONEY MARI	KET FUND-(FSR 1)	\$
☐ WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND-(FSR 2)			\$
☐ WILMIN	GTON TAX-EXEMPT MONEY	Y MARKET FUND-(FSR 3)	\$
TOTAL AMOUNT TO BE INVESTED			\$
By che	eck. (Make payable to the applica	ble Fund.)	
	re. Call 1-800-336-9970 for Instru		
Bank	from which funds will be wired _	wire dat	e
ACCOUNT RI	EGISTRATION		
1. Individual		***************************************	
	First Name M	I Last Name	Date of Birth*
	1st Owner's Social Security Number*		
2. Joint Tenancy	ist owner a social security runner		
2. John Tohano,	First Name M	I Last Name	Date of Birth*
	("Joint Tenants with Rights of Survivor	ship" unless otherwise Specified)	
	Joint Owner's Social Security Number*	_	Uniform
3. Gifts to Minors	•	under the	Gifts/
5. Onto to Millors	Minor's Name		ate Transfers to Minors
	Minor's Social Security Number*		7101
4. Other Registrati	OIICustomer Date of		
			Tax ID No.*
•	Trust Instrument:		
	s use Lines 1 and 2; as custodian to a corporation, trust or other organ	for a minor, use Lines 1 and 3. hization or any fiduciary capacity, use I	Line 4.
* Customer Tax Id Gifts/Transfers to a corporation, a p	entification No.: (a) for an individual Minors Act, supply the Social Securi	ual, joint tenants, or a custodial account ty number of all of the registered account or ry, etc., supply the Employer Identification	under the Uniform vners; (b) for a trust,

MONEY-INST-APPL-11/07

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Street			
City	State	Zip Code	
DISTRIBUTION OPTIONS -	- If these boxes are not	t checked, all distri	butions will be
invested in additional shares.		Pay Cas	h for:
		Income	u 101.
WILL AUDICTION DDD AC MONEY MAD	VET FUND	Dividends	Other
WILMINGTON PRIME MONEY MAR WILMINGTON U.S. GOVERNMENT			
WILMINGTON TAX-EXEMPT MONE			
CERTIFICATIONS AND SIG		sion evectly as re	egistered under
"Account Registration." I have received and read the Pr terms; I am of legal age. I understan guaranteed by, Wilmington Trust Co Deposit Insurance Corporation, the F investment in these shares involves i customer, I certify that appropriate Money Market Funds have been dul. I hereby represent that I am institution or foreign intermediary, (OR CHECK BOX	nd that the shares offered by mpany, or any other bank, no deeral Reserve Board or an investment risks, including a corporate resolutions authory adopted. not and am not acting 2) a non-U.S. person, or (3)	y this Prospectus are not are the shares insury other agency. I further possible loss of principal prizing investment in on behalf of: (1) a to a foreign political off	ot deposits of, or ed by the Federal er understand that oal. If a corporate the Wilmington foreign financial icial;
Under the Interest and Dividend of the following certification: Under penalties of perjury, I certically the number shown on this for waiting for a number to be issued to be used to be under the penalties or (b) I have not been notified backup withholding as a result has notified me that I am no locally I am a U.S. person (Including Note: You must cross out item (2) currently subject to backup withholdividends on your tax return. The provision of this deciment other the subject to backup withholdividends on the subject to backup with the subject to backup wi	fy that: m is my correct taxpayer ic ued to me), and thholding because (a) I am by the Internal Revenue Se t of a failure to report all in onger subject to backup wit a U.S. resident alien). above if you have been not tolding because you have fa Internal Revenue Service of	lentification number (exempt from backup vervice (IRS) that I am iterest or dividends, or hholding, and iffed by the IRS that y iled to report all interdoes not require your	or I am withholding, subject to · (c) the IRS ou are est and consent to any
Signature		Date _	* LWW. C. W. C.
Signature		Date	
Joint Ow	ner/Trustee		
Check one: Owner Trustee	Custodian Other		
IMPORTANT INFORMATION AB To help the government fight the fundin financial institutions to obtain, verify an What this means for you: When you of other information that will allow us t	g of terrorism and money laui nd record information that ide oen an account, we will ask f	ndering activities, Feder entifies each person who or your name, address,	al law requires all opens an account. date of birth, and

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WILMINGTON	1 1/07
FUNDS	
Money Market	
Funds	
INSTITUTIONAL SHARES	
APPLICATION for TELEPHO	ONE REDEMPTION OPTION
only to the Fund account address	lemption of Fund shares by telephone, with proceeds directed of record or to the bank account designated below. For invest-tion is available only after these shares have been on the Fund's
This form is to be used to add or c	hange the telephone redemption option on your account(s).
ACCOUNT INFORMATION	
Fund Name(s):	
Fund Account Number(s):	
	(Please provide if you are a current account holder:)
Registered in the Name(s) of:	
Registered Address:	
Note: If this form is not submitted tog accounts registered to other than an indiv	gether with the application, a corporate resolution must be included for vidual, a fiduciary or partnership.
REDEMPTION INSTRUCTION	NS
☐ Add ☐ Cha	nge
Check one or more:	
	und account address of record (must be \$10,000 or less and hed for a minimum of 60 days)
☐ Mail proceeds to my bar	nk
☐ Wire proceeds to my bar	nk (minimum \$1,000)
☐ All of the above	
the Federal Reserve Bank Wire Sy Reserve participant, telephone rede tion. In either case, it may take a	be used only with financial institutions that are participants in stem. If the financial institution you designate is not a Federal emption proceeds will be mailed to the named financial instituday or two, upon receipt for your financial institution to credit ds, depending on its internal crediting procedures.

MONEY-INST-APPL-11/07

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BANK INFORMATION		
Please complete the following in ed. A voided bank check must		oceeds mailed/wired to your bank was select application.
Name of Bank		
Bank Routing Transit #		
Bank Address		
City/State/Zip		
Bank Account Number		
Name(s) on Bank Account		Service and the service and th
AUTHORIZATIONS		
anyone, but the proceeds will above. Proceeds in excess of below, I agree on behalf of and any of its affiliates, or a transfer agent. I also agree the the same unless I instruct the guarantee. If I want to terminotice in writing. If the trans give me at least ten days not	l be sent only to the f \$10,000 will only by myself, my assigns, ny Fund responsible at all account and refer transfer agent other nate this agreement, after agent or the Funcice in writing.	nest for telephone redemption may be made by account address of record or to the bank listed be sent to my predesignated bank. By signing and successors, not to hold the transfer agen for acting under the powers I have given the gistration information I have given will remain rwise in a written form, including a signature I will give the transfer agent at least ten days d wants to terminate this agreement, they will ad obtain signature guarantee(s).
Signature of Individual O	wner	Signature of Joint Owner (if any)
Signature of Cor	porate Officer, Trustee or	other — please include your title
fer agent, such as a bank or trus who are participants in a medall	st company, brokerk ion program recogn ble guarantor. For n	ble institution acceptable to the Fund's trans dealer, clearing agency or savings association ized by the Securities Transfer Association. A nore information on signature guarantees, sec

SIGNATURE GUARANTEE(S) (stamp)

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TRUSTEES	OFFICERS
Nicholas A. Giordano Chairman of the Board	Neil Wolfson President & Chief Executive Officer
Robert H. Arnold	John J. Kelley Vice President & Chief Financial Officer
Dr. Eric Brucker	Charles D. Curtis Vice President & Treasurer
Ted T. Cecala	Edward W. Diffin Jr. Vice President & Secretary
Robert J. Christian	Anna M. Bencrowsky Chief Compliance Officer
Louis Klein Jr.	Joseph M. Fahey Jr.
John J. Quindlen	Vice President
Mark A. Sargent	Clayton M. Albright Vice President

CUSTODIAN

Wilmington Trust Company

1100 North Market Street, Wilmington, DE 19890

INVESTMENT ADVISER AND ADMINISTRATOR

Rodney Square Management Corporation

1100 North Market Street, Wilmington, DE 19890

SUB-ADMINISTRATOR, TRANSFER AGENT, AND ACCOUNTING AGENT

PFPC Inc.

301 Bellevue Parkway, Wilmington, DE 19809



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MONEY MARKET FUNDS

PRIME MONEY MARKET
U.S. GOVERNMENT MONEY MARKET
TAX-EXEMPT MONEY MARKET

Institutional Shares

Prospectus
November 1, 2007

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WILMINGTON PRIME MONEY MARKET FUND

WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND

WILMINGTON TAX-EXEMPT MONEY MARKET FUND

of WT Mutual Fund Institutional Shares

PROSPECTUS DATED NOVEMBER 1, 2007

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

Please note that these Funds:

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

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

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TABLE OF CONTENTS **FUND DESCRIPTIONS** A look at the goals, strategies, risks and expenses of each Fund. Performance Information 3 Fees and Expenses 6 Example 6 7 Investment Objective Principal Investment Strategies . 7 9 Additional Risk Information . . . Financial Highlights 10 Details about the MANAGEMENT OF THE FUNDS service providers. Investment Adviser 13 Service Providers 14 Policies and instructions SHAREHOLDER INFORMATION for opening, maintaining and closing an account Purchase of Shares 15 in any of the Funds. Redemption of Shares 18 Frequent Purchases and Redemptions 20 Exchange of Shares Distributions 22 Details on the Funds' **DISTRIBUTION ARRANGEMENTS** share classes. Share Classes 24 **FOR MORE INFORMATION** 25

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WILMINGTON PRIME MONEY MARKET FUND

WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND

WILMINGTON TAX-EXEMPT MONEY MARKET FUND

Institutional Shares

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

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 The Wilmington Prime Money Market Fund and the Wilmington Tax-Exempt Money Market Fund may each invest more than 25% of its total assets in the obligations of banks, finance companies and utilities. The Wilmington U.S. Government Money Market Fund may invest up to 20% of its total assets in the obligations of banks, finance companies and utilities.

Principal Risks

The Funds are subject to the risks summarized below, which are further described under "Additional Risk Information."

- An investment in a Fund is not a deposit of Wilmington Trust Company or any of its affiliates and is not insured or guaranteed by the FDIC or any other government agency. Although each Fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a Fund.
- The obligations in which the Funds invest are subject to credit
 risk and interest rate risk. Typically, when interest rates rise, the
 market prices of debt securities go down. Securities issued by
 government sponsored entities are not insured or guaranteed by
 the U.S. Government.
- The performance of a Fund will depend on whether or not the investment adviser is successful in pursuing its investment strategy.

Investor Profile

Conservative

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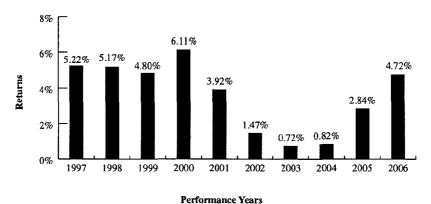
PERFORMANCE INFORMATION

Wilmington Prime Money Market Fund

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

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

Annual Total Returns for the Past 10 Calendar Years



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

Worst Quarter

Best Quarter

•				
1.57%	0	0.12%		
(December 31, 2000)	(June	30, 2004))	
Average Annual Total Returns as of December 31,	2006	1 Year	5 Years	10 Years
Prime Money Market Fund — Institutional Shares		4.72%	2.10%	3.56%

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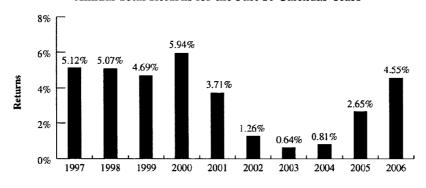
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Wilmington U.S. Government Money Market Fund

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

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

Annual Total Returns for the Past 10 Calendar Years



Performance Years

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

Worst Quarter

0.13%

Best Quarter

1.54%

(December 31, 2000) (J	une 30, 2004)	
Average Annual Total Returns as of December 31, 200	06 I Year	5 Years	10 Years
U.S. Government Money Market Fund —			
Institutional Shares	4.55%	1.97%	3.43%

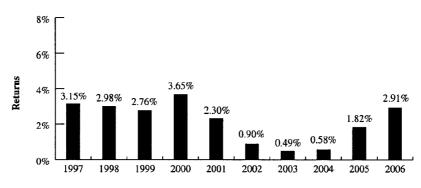
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Wilmington Tax-Exempt Money Market Fund

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

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

Annual Total Returns for the Past 10 Calendar Years



Performance Years

Worst Quarter

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

0., 5,0		0.09% ember 30, 2003)		
Average Annual Total Returns as of December	31, 2006	1 Year	5 Years	10 Years
Tax-Exempt Money Market Fund — Institutional Shares		2.91%	1.33%	2.15%

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

Best Quarter

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FEES AND EXPENSES

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

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

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

EXAMPLE

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

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

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

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

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

INVESTMENT OBJECTIVE

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

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

PRINCIPAL INVESTMENT STRATEGIES

The Wilmington Prime Money Market Fund invests in:

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

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

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

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

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

The Wilmington Tax-Exempt Money Market Fund invests in:

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

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

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

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

ADDITIONAL RISK INFORMATION

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

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

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FINANCIAL HIGHLIGHTS

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

PRIME MONEY MARKET FUND — INSTITUTIONAL SHARES

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

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

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

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U.S. GOVERNMENT MONEY MARKET FUND — INSTITUTIONAL SHARES

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

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

distribution fee.

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

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TAX-EXEMPT MONEY MARKET FUND — INSTITUTIONAL SHARES

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

¹ Less than \$0.01 per share.

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

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

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MANAGEMENT OF THE FUNDS

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

INVESTMENT ADVISER

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

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

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

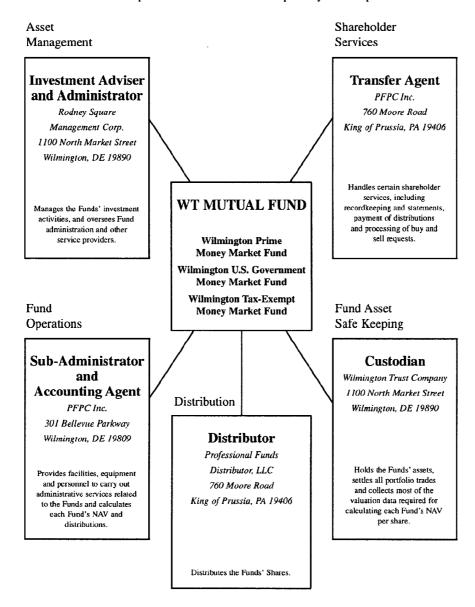
WTIM receives a sub-advisory fee from RSMC as agreed to from time to time with RSMC. Such fee paid to WTIM will not exceed the contractual amount of RSMC's fee.

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

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SERVICE PROVIDERS

The chart below provides information on the primary service providers.



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SHAREHOLDER INFORMATION

PRICING OF SHARES

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

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

PURCHASE OF SHARES

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

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

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

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

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

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

Regular mail:

Overnight mail:

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

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

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

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

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REDEMPTION OF SHARES

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

WILMINGTON TAX-EXEMPT MONEY MARKET FUND

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

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

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

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

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

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

Regular mail:

Overnight mail:

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

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

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

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

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

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

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

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

FREQUENT PURCHASES AND REDEMPTIONS

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

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

EXCHANGE OF SHARES

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

Wilmington Aggressive Asset Allocation Fund

Wilmington Moderate Asset Allocation Fund

Wilmington Conservative Asset Allocation Fund

Wilmington ETF Allocation Fund

Wilmington Prime Money Market Fund

Wilmington U.S. Government Money Market Fund

Wilmington Tax-Exempt Money Market Fund

Wilmington Short/Intermediate-Term Bond Fund

Wilmington Broad Market Bond Fund

Wilmington Municipal Bond Fund

Wilmington Large-Cap Core Fund

Wilmington Large-Cap Value Fund

Wilmington Large-Cap Growth Fund

Wilmington Small-Cap Core Fund

Wilmington Small Cap Value Fund

Wilmington Small Cap Growth Fund

Wilmington Multi-Manager Large-Cap Fund

Wilmington Multi-Manager Small-Cap Fund

Wilmington Multi-Manager International Fund

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

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

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

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

DISTRIBUTIONS

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

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

TAXES

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

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

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

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

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DISTRIBUTION ARRANGEMENTS

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

SHARE CLASSES

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

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FOR MORE INFORMATION

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

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

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

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

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

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

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

The investment company registration number is 811-08648.

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FUND SELEC	TION (\$5,000,000 MI	NIMUN	<u>(1)</u>			
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By ch	eck. (Make payable to the ap	plicable	Fund.)			
	re. Call 1-800-336-9970 for					
Bank	from which funds will be wi	red		wire da	ite	
ACCOUNT RI	EGISTRATION					
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	First Name	MI	Last Na	me	Da	te of Birth*
	1st Owner's Social Security Nun	mber*				
2. Joint Tenancy	To a water to account accountly than					
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	("Joint Tenants with Rights of Su	ırvivorship	o" unless otherwise Spec	rified)		
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	Minor's Social Security Numb	er*				Act
4. Other Registrati	Customer I					
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	Trust Instrument:					
As joint tenants In the name of	s use Lines 1 and 2; as custo a corporation, trust or other	dian for organiza	a minor, use Lines I	and 3. capacity, use	Line 4.	
* Customer Tax Id Gifts/Transfers to a corporation, a p	lentification No.: (a) for an in Minors Act. supply the Social partnership, an organization, a f tion that will report income and	ndividual, Security n iduciary, o	joint tenants, or a c number of all of the reg etc., supply the Emplo	ustodial account	t under owners;	the Uniform (b) for a trust,

MONEY-INST-APPL-11/07

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Street				
City	State	Zip Code		
DISTRIBUTION OPTIO	NS — If these boxes are not	checked, all distrib	outions will be	
nvested in additional share	s.	Pay Cash	for	
		Income	101.	
		Dividends	Other	
VILMINGTON PRIME MONE				
	MENT MONEY MARKET FUND			
VILMINGTON TAX-EXEMPT	D SIGNATURE(S) — Please			
erms; I am of legal age. I un guaranteed by, Wilmington Tr Deposit Insurance Corporation nvestment in these shares inv ustomer, I certify that appro- Money Market Funds have be I hereby represent that institution or foreign intermed OR CHECK BOX	the Prospectus for the Wilmington derstand that the shares offered by ust Company, or any other bank, not, the Federal Reserve Board or any olves investment risks, including propriate corporate resolutions authorized and the properties of the pro	this Prospectus are not or are the shares insure y other agency. I further possible loss of principal prizing investment in on behalf of: (1) a for a foreign political office	ot deposits of, or d by the Federal r understand that al. If a corporate the Wilmington oreign financial cial;	
the following certification: Under penalties of perjury, (1) The number shown on t waiting for a number to (2) I am not subject to back or (b) I have not been n backup withholding as a has notified me that I at (3) I am a U.S. person (Incl Note: You must cross out it currently subject to backup dividends on your tax retur	his form is my correct taxpayer ic be issued to me), and cup withholding because (a) I am otified by the Internal Revenue Se a result of a failure to report all in n no longer subject to backup wit	lentification number (o exempt from backup w rvice (IRS) that I am s terest or dividends, or hholding, and ified by the IRS that you iled to report all interest loes not require your co	r I am ithholding, ubject to (c) the IRS ou are st and onsent to any	
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To help the government fight the inancial institutions to obtain, v	ON ABOUT PROCEDURES FOR funding of terrorism and money law erify and record information that ide	ndering activities, Federa ntifies each person who c	nl law requires all opens an account.	
	you open an account, we will ask f ow us to identify you. We may also			

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WILMINGTON
FUNDS
Money Market
Funds

11/07

INSTITUTIONAL SHARES

APPLICATION for TELEPHONE REDEMPTION OPTION

Telephone redemption permits redemption of Fund shares by telephone, with proceeds directed only to the Fund account address of record or to the bank account designated below. For investments by check, telephone redemption is available only after these shares have been on the Fund's books for 10 days.

This form is to be used to add or change the telephone redemption option on your account(s).

ACCOUNT INFORMATION	
Fund Name(s):	
Fund Account Number(s):	
Registered in the Name(s) of:	(Please provide if you are a current account holder:)
-	
Registered Address:	
Note: If this form is not submitted togethe accounts registered to other than an individual REDEMPTION INSTRUCTIONS	
Add Change	
Check one or more:	
	account address of record (must be \$10,000 or less and for a minimum of 60 days)
Mail proceeds to my bank	
☐ Wire proceeds to my bank (minimum \$1,000)
☐ All of the above	
the Federal Reserve Bank Wire Syster Reserve participant, telephone redemp tion. In either case, it may take a day	used only with financial institutions that are participants in n. If the financial institution you designate is not a Federal tion proceeds will be mailed to the named financial instituor two, upon receipt for your financial institution to credit depending on its internal crediting procedures

MONEY-INST-APPL-11/07

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BANK INFORMATION		
Please complete the following inted. A voided bank check must be	formation only if proc be attached to this a	ceeds mailed/wired to your bank was select application.
Name of Bank		
Bank Routing Transit #		***************************************
Bank Address		
City/State/Zip		
Bank Account Number		
Name(s) on Bank Account		
AUTHORIZATIONS		
anyone, but the proceeds will above. Proceeds in excess of below, I agree on behalf of n and any of its affiliates, or ar transfer agent. I also agree that the same unless I instruct the guarantee. If I want to termin notice in writing. If the transfigive me at least ten days notice	be sent only to the ac \$10,000 will only be nyself, my assigns, ar ny Fund responsible fe at all account and regis transfer agent otherw late this agreement, I fer agent or the Fund ce in writing.	st for telephone redemption may be made by count address of record or to the bank listed e sent to my predesignated bank. By signing and successors, not to hold the transfer agen for acting under the powers I have given the stration information I have given will remain wise in a written form, including a signature will give the transfer agent at least ten days wants to terminate this agreement, they will obtain signature guarantee(s).
Signature of Individual Ov	vner	Signature of Joint Owner (if any)
Signature of Corp	orate Officer, Trustee or ot	ther — please include your title
fer agent, such as a bank or trust who are participants in a medalli	t company, broker/dea on program recognize tle guarantor. For mor	le institution acceptable to the Fund's trans- taler, clearing agency or savings association ed by the Securities Transfer Association. A re information on signature guarantees, sec

SIGNATURE GUARANTEE(S) (stamp)

TS000191

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TRUSTEES OFFICERS

Nicholas A. Giordano Neil Wolfson

Chairman of the Board President & Chief Executive Officer

John J. Kelley

Robert H. Arnold Vice President & Chief Financial Officer

Dr. Eric Brucker Charles D. Curtis

Vice President & Treasurer

Ted T. Cecala Edward W. Diffin Jr.

Vice President & Secretary

Robert J. Christian Anna M. Bencrowsky

Chief Compliance Officer

Louis Klein Jr.

Joseph M. Fahey Jr.

Vice President

Clayton M. Albright

Mark A. Sargent Vice President

CUSTODIAN

John J. Quindlen

Wilmington Trust Company

1100 North Market Street, Wilmington, DE 19890

INVESTMENT ADVISER AND ADMINISTRATOR

Rodney Square Management Corporation

1100 North Market Street, Wilmington, DE 19890

SUB-ADMINISTRATOR, TRANSFER AGENT, AND ACCOUNTING AGENT

PFPC Inc.

301 Bellevue Parkway, Wilmington, DE 19809

WILMINGTON FUNDS

MONEY_Inst_Pros_11/07

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Robert Spallina

From: Robert Spallina

Sent: Tuesday, April 29, 2008 9:08 AM

To: 'Wolken, Jeffrey'

Cc: Donald R. Tescher; Fritz, David S.

Subject: RE: Bernstein Family - document review/due diligence request

Jeff - the likelihood of the revocable trust not being in existence is remote, but your point is well taken. We will modify the language accordingly and move forward with the due dilligence you will need to open accounts.

Best regards,

Robert

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847
Facsimile: 561-998-2642

E-mail: rspallina@tescherlaw.com

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From: Wolken, Jeffrey [mailto:JWolken@WilmingtonTrust.com]

Sent: Monday, April 28, 2008 2:00 PM

To: Robert Spallina

Cc: Donald R. Tescher; Fritz, David S.

Subject: RE: Bernstein Family - document review/due diligence request

Good Afternoon:

I completed our review of the draft trust agreement and have only one item that I would like to raise with you. At the end of Section 1, paragraph B, the remaining property is distributed to the Personal Representative of the Trustor's estate if the designated trust is not then in existence. The question I have is whether pouring the assets back into the probate estate would potentially subject them to claims that arose during life which a creditor presented to the estate upon death?

A lifetime creditor who could not access the assets in the Irrevocable Trust could wait for the

trustor's death and present the claim to the personal representative. If these assets pass back to the PR, they could become subject to this claim where they were shielded during life. Consequently, you may consider having the default be individually designated beneficiaries or classes of beneficiaries, or another standby trust to avoid the possibility that the assets could become subject to claims by passing through the estate.

Other than this question/issue, we do not have any other comments related to the draft trust and we would be able to administer this trust.

In an earlier message, I mentioned that we have an account opening process that requires us to complete a due diligence process in order to comply with various banking and trust laws/regulations such as the Patriot Act, etc. For this purpose, we require the following information/documentation (I apologize if you have already received this request. I just wanted to keep things moving in case you do not already have this information):

A. For the settlor and the settlor's wife (who are each permissible current beneficiaries) and the person given the power to replace trustees, William Stansbury, we will need the following information in order to process mandatory background checks:

Full name
HOME mailing address
HOME telephone number
Social Security number
Date of Birth
Driver's license or passport number with expiration date and state/office of issuance
Citizenship

B. I attach a copy of a pre-printed form document titled "Trusteeship Disclosures and Waivers Form". This document is a combination of our privacy policy and other mandatory disclosures we are required to make to new clients prior to creating a trust account on their behalf. The settlor would review this document and mark any appropriate elections on pages 4-5 (these elections relate to sharing of information, selection of money market sweep vehicle for any cash held in the account, etc.). Finally, the settlor would sign the form on the top left line of page 5 as the Trustor of his trust.

©. We will need to receive a signed W-9 from each adult who is a potential recipient of distributions from the trust (Simon and Shirley). Both of these potential beneficiaries should fill in their own form with his/her personal information and Social Security number and then sign it to verify that the information is correct.

D. Since the trust is structured as an asset protection trust, we will require that the settlor provides us with a signed solvency letter in a format similar to the attached form letter. The purpose of the letter is to confirm the facts surrounding the funding of the trust in order to support the fact that the funding is not a fraudulent conveyance.

Repailly, we will need Mr. Stansbury, who is named as an advisor to the trust, to accept his appointment under the trust agreement. In addition, the trust agreement requires that Mr. Bernstein must accept in writing his appointment as the Investment Advisor. Attached are form acceptance letters.

Please do not hesitate in contacting me if you have any questions regarding this information or our trust acceptance process. Please forward the requested information/documentation as it becomes available so that we can process it and contact you if any follow-up is necessary.

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Regards, Jeff

Jeffrey C. Wolken Vice President Wilmington Trust Company Rodney Square North 1100 North Market Street Wilmington, DE 19890

Phone: 302-651-8192 Fax: 302-427-4624

email: jwolken@wilmingtontrust.com

From: Robert Spallina [mailto:RSpallina@tescherlaw.com]

Sent: Friday, April 25, 2008 10:16 AM

To: Wolken, Jeffrey

Cc: Fritz, David S.; Donald R. Tescher

Subject: RE: Bernstein Family

Dear Jeff - attached is a draft of the DAPT we propose establishing for our client. We have limited its duration to the client's lifetime, and have provided for a pour-over of its assets to the client's estate (rev trust) at death. As discussed, the trust will likely hold only one asset, a limited partnership interest. Please review and contact us to discuss at your earliest convenience. We are looking to finalize matters for the client and his son, who would also have a similar trust. Thanks for your help.

Best regards,

Robert

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

Robert L. Spallina, Esq. TESCHER & SPALLINA, P.A.

2101 Corporate Blvd., Suite 107 Boca Raton, Florida 33431 Telephone: 561-998-7847 Facsimile: 561-998-2642 E-mail: rspallina@tescherlaw.com

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Case. 17-3595	Document: 12-9	Filed: 03/12/2018	Pages: 1025

Solvency Letter	
	, 200

Attention:

Re:

Ladies and Gentlemen:

This letter is written to you in connection with my creation of the above-captioned trust (the "Trust"), which I will create after delivery of this letter.

I am aware that under certain circumstances assets held in the Trust may not be reached by my personal creditors. I have been advised by you that a personal creditor of mine could reach assets held in the Trust if the creditor could prove that my transfer of assets to the Trust was a fraudulent transfer.* I also understand that no assurance can be given that the law of Delaware would apply to the determination as to whether a transfer of assets to the Trust is a fraudulent transfer. Accordingly, I have, to the extent I deem advisable, consulted with counsel in Delaware and in other states including my state of residence, regarding the laws pertaining to fraudulent transfers in those states. You have not advised me in any manner with respect to the fraudulent transfer laws, or law of similar import, in any state.

I have no intent to hinder, delay or defraud any creditor of mine in connection with the transfer of assets to the Trust or otherwise.

I am not now engaged in, nor do I have any intent or plan to engage in, any business or transaction for which my assets remaining after the completion of my intended transfer of assets to the Trust would be unreasonably small in relation to the business or transaction.

^{*} Under Delaware law, a transfer is fraudulent if (i) made by the debtor with actual intent to hinder, delay or defraud a creditor, (ii) the debtor engages in a business or transaction for which his assets remaining thereafter are unreasonably small in relation to the business or transaction, or (iii) the debtor intended or should have known that he would incur debts beyond his ability to pay when due. See 6 Del. C. § 1304(a). The fraudulent transfer laws of other states may be more or less restrictive.

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I do not intend to incur, nor do I have any belief or reason to believe that I will incur, debts beyond my ability to pay when due.

I am not presently involved in, nor am I aware of, any pending or threatened litigation in which any person is directly or indirectly seeking damages against me [, except for those matters or court actions identified in Exhibit "A"]. I am not involved in any administrative proceeding under the jurisdiction of a federal, state or municipal government as of this date [, except as set forth in Exhibit "A"].

Upon the completion of my intended transfer of assets to the Trust, I will not have made a transfer to the Trust of substantially all of my assets.

[Except as described in Exhibit "B" attached hereto, to] OR [To] the best of my knowledge, I am not liable for, or indebted to, any person who suffered death, personal injury or property damage on or before the date upon which I create and fund the Trust, whose death, personal injury or property damage may be determined at any time to have been caused in whole or in part either by my act or omission or by the act or omission of another person for whom I am vicariously liable.

[Except as described in Exhibit "C" attached hereto,] I am not presently in arrears on account of any agreement or court order for the payment of support or alimony in favor of my spouse, my former spouse or my children, nor have I failed to comply with any agreement or court order providing for the division of property in favor of my spouse or former spouse.

I have no intent to abscond.

No part of my intent in creating the Trust is to conceal assets.

I am not currently insolvent, nor have I incurred debts I am unable to pay when due. I do not currently contemplate filing for relief under the provisions of the U.S. Bankruptcy Code, nor am I involved in any situation that I reasonably anticipate would cause me to file for relief thereunder in the future.

Following the completion of my intended transfer of assets to the Trust, I will remain solvent and the value of my assets will substantially exceed my debts. To the best of my knowledge, I will remain able to pay my debts as they come due.

When I state that my assets will exceed my debts, I am referring to all of my property that is not encumbered by a valid lien except to the extent it is generally exempt under nonbankruptcy law, and except for property held in tenancies by the entirety when it is not subject to process by a creditor holding a claim against only one tenant.

I am not about to incur substantial debt, nor have I already incurred a substantial debt in relation to the value of my assets.

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I have full right, title and authority to make the intended transfer of assets to the Trust. None of the assets that I intend to transfer to the Trust have been pledged or otherwise promised in satisfaction of any debt nor are any of those assets subject to any lien, encumbrance, or security interest of any type.

The assets intended to be transferred to the Trust were not derived from unlawful activities.

Whenever in this letter I refer to my "creditors" or my "debts," I mean to include both my direct creditors and direct debts and those creditors to whom, and those debts for which, I am, or may be, jointly and severally liable or indirectly liable such as, for example, those creditors to whom, and debts for which, I am, or may be, liable on account of my status as a general partner in a partnership or guarantor of the debt of another.

I intend that each person now or hereafter serving as Trustee or Advisor for the Trust may rely upon this letter in agreeing to act as a fiduciary of the Trust. You, along with any other Trustee of the Trust, may rely upon it for any purpose including assisting in any defense in any legal proceeding that may be brought against you in your corporate or fiduciary capacity.

SUBSCRIBED AND SWORN to before me
This day of, 200
Notary Public

Very truly yours,

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TRUSTEESHIP DISCLOSURES AND WAIVERS

Wilmington Trust Company

This document contains various disclosures that we, the Wilmington Trust entity indicated at left, make in connection with our agreement to serve as trustee or co-trustee.

1. Account and Investment Activity

You understand and agree that:

- a) We will provide periodic statements of account activity, (at least quarterly), asset values, tax reporting information, and any other legally required information.
- b) We may hold trust account assets in nominee name.
- c) In managing the trust account, we may provide advice or exercise investment responsibilities differently, either in nature or in timing, than we do for other accounts we manage, provided we act in good faith.
- d) We may invest, for ourselves or others, in the same security we purchase for the trust account.
- e) We may combine trading orders for the trust account with trading orders for other accounts to effect transactions, and, if a particular transaction is not filled completely, the trust account will share in the results on a pro rata basis.
- f) We may complete any transaction in the trust account as a cross-transaction with another account at Wilmington Trust, so long as the cost and quality of execution is comparable to that available at that time through channels we might have used had no cross-transaction opportunity been available.
- g) We are not responsible for the accuracy of information, including asset valuations, furnished by you, anyone on your behalf, the issuer of any security or any reputable third party.
- h) We may charge the trust account a customary fee for any overdrafts.
- i) Any mutual funds in which the trust account is invested, including our own Wilmington Trust family of mutual funds, are legally separate from Wilmington Trust's corporate affiliates. Shares of mutual funds (including money market funds) and other investment funds are not bank obligations or deposits, are not insured by the FDIC, and may fluctuate in value.

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2. Parties Performing Various Services

You understand and agree that:

- a) We may hire subcustodians (including our affiliates) and depositories.
- b) We may use our affiliates to perform services on behalf of the trust (for example, brokerage services and services to mutual funds.).
- c) Any investment management services we provide may be performed by Wilmington Trust Investment Management, LLC, a registered investment advisor, as subadvisor, and that trust and custody services are performed by the Wilmington Trust entity indicated above. We also may engage the services of one or more other sub-advisors, including affiliates, and we will periodically monitor the performance of sub-advisors.
- d) Wilmington Trust receives additional fees beyond those described in the applicable fee schedule or fee agreement whenever we:
- invest trust account assets in a mutual fund or other investment fund to which we or an affiliate provides services (this may include both affiliated and unaffiliated funds)
- use one of our affiliates (such as a brokerage firm) to perform services for the trust account

The fund disclosure documents show which third parties, and which of our affiliates, provide which services and how they are paid.

3. Our Privacy Policy Applies to REVOCABLE TRUSTS ONLY

Purpose of the Policy

In providing financial services, we accumulate personal information about our clients that is not publicly available ("personal information").

We mainly use your personal information to do business with you. However, we may also share this information with companies within the Wilmington Trust family and with carefully selected companies outside of our family in order to help you meet your financial goals, such as when we believe that you could benefit from a product or service offered by us or another company with whom we have a trusted business relationship. If you do not want us to share your personal information for this purpose, you can so indicate on the signature page of this agreement.

Security of Personal Information

We restrict access to your personal information to those staff members who need to know that information to provide products and services to you. In addition, we diligently maintain physical, electronic, and procedural safeguards that comply with federal standards to guard the security of your information, and we require other entities that have access to personal information as described in this policy to maintain similar safeguards.

PRIVACY POLICY FACTS

Issuing entities

- Wilmington Trust Company
- Wilmington Trust FSB
- Wilmington Trust of Pennsylvania
- Wilmington Trust Investment Management

Individuals covered

Past, present, and potential clients of any of the entities above.

Examples of information that may be collected and disclosed

- Name, age, and address
- Employer and income level
- Financial information
- Credit history
- Social Security number
- Use of products and services
- Account information

Main sources of personal information

- Your applications, forms, and other information you provide
- Your transactions with us and with other parties
- Calls, letters and other communications with you
- Outside companies used to verify your information, such as credit bureaus

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Sharing of Information Within the Wilmington Trust Corporate Family

From time to time, such as for responding to client inquiries and for risk control purposes, we may share personal information about you with companies that are part of the Wilmington Trust corporate family.

Unless you request otherwise, we may also share personal information about you within our corporate family when we think it may help you to meet your financial goals and objectives. These companies all provide financial services, including, but not limited to, loans, leases, credit cards, family office services, brokerage services and insurance services.

Sharing of Information Outside of the Wilmington Trust Corporate Family

We may share some or all of your personal information with outside companies that perform marketing services on our behalf, or with other financial institutions with which we have joint marketing arrangements (such as financial service providers with which we offer products such as credit cards). We also may share some or all of your personal information with other companies that assist us in servicing your accounts, preparing monthly statements and/or processing and printing of checks; government agencies in response to subpoenas or regulatory requirements; credit reporting agencies to which we report information about your transactions with us; and otherwise as permitted by law.

Unless you request otherwise, we may also share your personal information with outside companies that we believe will be able to help us to help you meet your financial goals by providing additional financial products and services.

Your Privacy Choices

You have two choices: one concerning companies within the Wilmington Trust family, the other concerning outside companies. Where we have indicated above that you can request that we not share your personal information, you can check the appropriate box(es) on the signature page with respect to one, both, or neither.

If you have no objection to our sharing of personal information about you with other financial service providers, both within and outside of the Wilmington Trust corporate family, to help you meet your financial goals, you do not have to do anything. However, if you do nothing and you have previously submitted your privacy choices to us in connection with other relationships you may have with us, we will continue to honor those elections for all of your relationships.

Unless we receive indication to the contrary, your choices will apply to all individuals with whom you hold joint accounts, unless the joint accountholder(s) submits to us privacy choices that are different from your own choices.

Once indicated, a choice will remain in effect until you change it by notifying us in writing.

Policy Updates

This notice supersedes any previous Privacy Policy notice from us. We may amend our privacy policy at any time, and will inform you of changes as required by law.

PRIVACY POLICY FACTS, continued

Main functions of personal information

- Doing business with you
- Verifying identity and guarding against fraud
- Complying with government regulations
- Identifying products or services that may be of use to you

Main users of personal information

- Wilmington Trust and its affiliates
- Outside companies that help us service your account
- Government entities that are legally entitled to request personal information
- Credit bureaus
- Outside companies with whom we have joint marketing agreements or who market on our behalf
- Outside companies offering products or services we believe could benefit you

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4. Signatures
By signing below:
a) You represent that you are authorized to execute this document.
b) You indicate that you understand and acknowledge the terms of this document.
c) You agree to comply with all laws and regulations that apply to you and your trust's relationship with us.
d) You agree to provide us with your name, date of birth, address, and other identifying information or documents we request in order for us to verify and record your identity as required by Federal laws designed to fight the funding of terrorism and money-laundering activities. We may also ask for identifying documents such as your driver's license or passport.
e) You agree to accept our periodic statements as sufficient information concerning transactions in the trust account and you waive your right to receive transaction confirmations, unless you indicate otherwise below or in subsequent notice to us.
☐ You wish to exercise your right to start receiving copies of individual transaction confirmations, at no expense to you other than a reasonable fee, as permitted by law, that Wilmington Trust may charge if it has investment responsibility for the trust account.
f) You agree to notify us promptly in writing of any discrepancy in an account statement
g) If the trust agreement is governed by the California law, you waive your right to receive written notice from us of our initial investment of the trust account in any Wilmington Trust-sponsored mutual funds and to receive the related prospectuses within the time stipuated by California law.
h) You request that idle cash be invested in the following money market fund, and you acknowledge that you have received a prospectus for that fund:
 Wilmington Prime Money
You understand that we are obligated to provide the name(s), address(es), and share positions of those persons or entities with authority for voting proxies to issuers of securities held in the trust account (or to other parties an issuer may designate), unless you indicate otherwise below or through subsequent notice to us in writing.
You request that we withhold the identifying information of those responsible for voting proxies relating to the trust account from issuers and their designates.

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TERMS THAT APPLY TO REVOCABLE TRUST ACCOUNTS ONLY

j) You acknowledge that you have read Part II of our Form ADV. If you have not received that document more than 48 hours before you sign this document, you have the right to cancel our investment services, if any, without penalty, within five business days after you sign this agreement.

k) With respect to your Privacy Policy choices, you indicate that we have your permission to disclose personal information about you to members of the Wilmington Trust corporate family as well as persons and companies outside the Wilmington Trust corporate family unless you indicate otherwise by checking below:

☐ do not disclose personal information to members ☐ do not disclose personal information of the Wilmington Trust corporate family to persons and companies outside the Wilmington Trust corporate family

If you have already indicated your privacy choices to us earlier, and do not check either box here, your prior choices will remain in effect.

Acknowledged and Agreed to by:		Wilmington Trust:	
X			
TRUSTOR SIGNATURE	DATE	ву	
All Trusts (if Applicable)		TITLE SIGNATURE	
CO-TRUSTEE SIGNATURE	DATE	314 NATURE	
X			
CO-TRUSTEE SIGNATURE	DATE		
CONSENT/DIRECTION ADVISOR SIGNATURE	DATE		
Irrevocable Trusts Only			
X			
INCOME BEHEFICIARY SIGNATURE	DATE		
X			
INCOME BENEFICIARY SIGNATURE	DATE		

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April , 2008

Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890

Attn: Jeffrey C. Wolken

Re: Acceptance of Appointment as the Investment Advisor for the

Simon L. Bernstein Irrevocable Trust Agreement.

Dear Mr. Wolken:

Please know that I hereby accept my appointment as the Investment Advisor of The Simon L. Bernstein Irrevocable Trust Agreement under Section 7 of said Trust. I agree that all powers conferred upon me as the Investment Advisor will be exercised in a fiduciary capacity for the exclusive interest of the beneficiaries.

Regards,

Simon L. Bernstein, Investment Advisor

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Form W-9
(Rev. January 2005)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

	ent of the Treasury Revenue Service			send to the IRS.
page 2.	Name (as shown	on your income tax return)		
o o	Business name, if	different from above		
Print or type Instructions	Check appropriate	box: Individual/ Sole proprietor Corporation Partnership Other	•	Exempt from backup withholding
	Address (number,	street, and apt. or suite no.)	Requester's name and	address (optional)
Specific	City, state, and Zi	P code		
See S	List account numb	per(s) here (optional)		
Part	Taxpay	er Identification Number (TIN)		
backu alien, s	p withholding. For	propriate box. The TIN provided must match the name given on Line 1 to individuals, this is your social security number (SSN). However, for a readisregarded entity, see the Part I instructions on page 3. For other entition number (EIN). If you do not have a number, see How to get a TIN o	sident lies, it is	urity number
Note. to ente		n more than one name, see the chart on page 4 for guidelines on whose	number Employer is	dentification number
Part	Certific	ation	<u> </u>	

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

- **U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding,
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Cat. No. 10231X Form **W-9** (Rev. 1-2005)

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- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester, or
- 2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
- 3. The IRS tells the requester that you furnished an incorrect TIN, or
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
- The United States or any of its agencies or instrumentalities.
- 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
- 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
- An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

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- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 - 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
 - 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for	THEN the payment is exempt for		
Interest and dividend payments	All exempt recipients except for 9		
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker		
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5		
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7°		

^{&#}x27;See Form 1099-MISC, Miscellaneous Income, and its instructions.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's FIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt From Backup Withholding on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account 1
Custodian account of a minor (Uniform Gift to Minors Act) a. The usual revocable	The minor ² The grantor-trustee ¹
savings trust (grantor is also trustee)	
 b. So-called trust account that is not a legal or valid trust under state law 	The actual owner 1
Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
Sole proprietorship or single-owner LLC	The owner ³
A valid trust, estate, or pension trust	Legal entity ⁴
Corporate or LLC electing corporate status on Form 8832	The corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

²Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

IMPORTANT INFORMATION ABOUT NEW ACCOUNT OPENING PROCEDURES

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or institution that opens a new account.

Please be prepared to provide your name, address, date of birth, tax identification number, phone number, or other information that will enable us to confirm your identity when you open a new account at Wilmington Trust. Wilmington Trust may also ask to see your driver's license or other documents to verify your identity. Thank you for your cooperation.

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April , 2008

Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890

Attn: Jeffrey C. Wolken

Re: Acceptance of Appointment as the Protector for the

Simon L. Bernstein Irrevocable Trust Agreement.

Dear Mr. Wolken:

Please know that I hereby accept my appointment as the protector of The Simon L. Bernstein Irrevocable Trust Agreement under Section 14 of said Trust. Under this Section, I am given the power to remove and replace the trustee of said Trust.

Regards,

William E. Stansbury, Investment Advisor

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TRUST AGREEMENT FOR THE JULIA IANTONI IRREVOCABLE TRUST

September 7, 2006

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TRUST AGREEMENT

FOR THE

JULIA IANTONI IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Julia lantoni Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1 BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, JULIA IANTONI ("Benficiary").

ARTICLE 2 TRANSFERS TO TRUST

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

ARTICLE 3 IRREVOCABLE PROVISION

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

ARTICLE 4 Administration of Trust

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

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

1

INITIALS_	
TOLIA HANTONI	IRREVOCARIE TRUST

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

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

ARTICLE 5 PROVISIONS GOVERNING TRUSTEES

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

- 5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.
- 5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.
- 5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.
- 5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.
- 5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons

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represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

- 5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.
- 5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.
- 5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.
- 5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.
- **5.10** Successor Trustee. In the event the initial Trustee, Gerald R. Lewin, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

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ARTICLE 6 PROTECTION OF INTERESTS

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

ARTICLE 7 FIDUCIARY POWERS

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

- 7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.
- 7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.
- 7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.
- 7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which

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

- 7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.
- 7.6 **Borrow Money**. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.
- 7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.
- 7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.
- 7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any

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

- 7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.
- 7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.
- 7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.
- 7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.
- 7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.
- 7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

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

- 7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.
- 7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.
- 7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.
- 7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.
- 7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations

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

- 7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.
- **7.23** Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.
- 7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.
- 7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.
- **7.26 Depreciation.** To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.
- 7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.
- 7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

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

- 7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:
 - To retain and operate the property for as long as it deems advisable;
 - To control, direct, and manage the property, determining the manner and
 extent of its active participation in these operations, and to delegate all or
 any part of its supervisory power to other persons that it selects;
 - To hire and discharge employees, fix their compensation, and define their duties;
 - To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
 - Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
 - To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8 SUBCHAPTER S STOCK

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

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

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

- (a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.
- (b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.
- (c) Principal Invasions. If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).
- (d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.
- (e) Termination of QSST Status. If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

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ARTICLE 9 PERPETUITIES PROVISION

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

ARTICLE 10 Administration and Construction

- 10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.
- (a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.
- (b) Trustee's Decision. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.
- (c) Standard of Living. Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.
- 10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.
- (a) Pecuniary Gifts. All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.
- (b) Adjustments. The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee,

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

- 10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.
- 10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.
- (a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.
- (b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.
- (c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.
- 10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

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(a) Trustees.

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

- (2) Corporate Trustee means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.
- (b) Internal Revenue Code Terms.
 - (1) Internal Revenue Code means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
 - (2) The terms health, education, support, and maintenance are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books,

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

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

(c) Other Terms.

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

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

- 11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.
 - (a) A general power of appointment granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
 - (b) A special power of appointment is any power that is not a general power.
 - (c) A testamentary power of appointment (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
 - (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.
- 11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

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

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

- (b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.
- 11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.
- 11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.
- 11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.
- 11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

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Schedule A Initial Transfers to Trust

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Transfer of 6 shares of LIC Holdings, Inc.

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reparer's SNO PTIN POD127193 reparer's SNO PT			Parts (X Yes 1
reparer's se Only JWA STEIN LEWIN & CO. STE E-300 BOCA RATON, FL 33431-8502 Phone no. (561)994-50				elf- 		
se Only JWA yours if self-employed, address, and ZIP code BOCA RATON, FL 33431-8502 Phone no. (561)994-50	aid	7/0	1 N - C employed			
JWA BOCA RATON, FL 33431-8502 Phone no (561)994-50	•	- 1		EH	N	59 214715
JWA BOCA RATON, FL 33431-8502 Phoneno (561)994-50	ise Only	address, and ZIP cod	7 1300 N.W. CORPORATE BEVD. SIE E-300	-		/ = < 4 \ \ \ \ \ \ = = - :
	ABA 4	41	BOCA RATON, FL 33431-8502			(561)994-50! Form 1041 (20

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 231 of 1000 PageID #:4671

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Form 7004 (Rev. December 200		Application for Auto Certain Business Inc	Application for Automatic 6-Month Extension of Time To File Sertain Business Income Tax, Information, and Other Return			IB No. 1545-0233
Department of the Treas Internal Revenue Service	MAY SE	▶ File	a separate ap	plication for each return.		
Type or	Na	kne			Identify	ing number
Print					94232	
File by the due date for the return for which return for which is the return f						
requested. See instructions.						
Note. See ins	truc	tions before completing t	his form.			
1 Enter the fo	em c	code for the return that this app	olication is for	(see below)	• • • • • • • • • • • • • • • • • • • •	05
2 If the foreign	n coa	rporation does not have an offic	ce or place of	business in the United States, check here		
3 If the organi	zatio	on is a corporation or partners!	tio that qualifi	es under Regulations section 1.6081-5, check	(here.)	
		•		ning, 20, and ending, 20		_
		If this tax year is less than 12				
D Short tax y			•	n accounting period 🔲 Consolidated re	stum to b	e filed
check here.	atta	} ch a schedule, listing the name	•	ent of a group that intends to file a consolidate and Employer Identification Number (EIN) for e		
6 Tentative to		••			6	0.00
7 Total payme	ents	and credits (see instructions).			7	0.00
Electronic	Fed	erai Tax Payment System (E	FTPS), a Fed	nust deposit this amount using the derail Tax Deposit (FTD) Coupon, or exceptions)	8	0.00
Application Is For:			Form Code	Application Is For:		Form Code
			11	Form 1120-H		17
Form 706-GS(T)			02		·	
	_	Service of the Market Control		Form 1120-ND		19
Form 1041 (esta		<u></u> İ	04	Form 1120-PC		21
Form 1041-N			06	rami i izo-re		21
Total Indiana				Form 1120-REIT		23
Form 1042			08			
s i verti ev e			٠,	Form 1120-S	-	25
Form 1065-B			10			14. 198
jer ka				Form 3520-A		27
Form 1120			12			
Francisco Jan		A Making Specific response	2	Form 8613		29
Form 1120-A			14			
7.2		· · · · · · · · · · · · · · · · · · ·		Form 8804		31
Form 1120-F			15	F		
				Form 8876		33

For Paperwork Reduction Act Notice, see instructions.

Form 7004 (Rev. 12-2006)

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	041 (2008) JULIA IANTONI IRREVOCABLE TRUST	anniad ii	ncome fund		20	12222	<u> </u>	
Se	hedule A Charitable Deduction. Do not complete for a simple trust or	a puoleu ii	the instructions)		1			
1	Amounts paid or permanently set aside for charitable purposes from gross income (see pa	age 21 OF	uie insuluctions)	···· }	2			
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)				3			
3								
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes							
5	5 Add lines 3 and 4							—
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charital				6			
	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13		<u></u>		7			
S	chedule B Income Distribution Deduction							
1	Adjusted total income (see page 22 of the instructions)				1			
2	Adjusted tax-exempt interest				2			
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instr				3			
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)				4			
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instruction				5			
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter							
	loss as a positive number				_6			
7	Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-				7			
8	If a complex trust, enter accounting income for the tax year as	1	Ī					
	determined under the governing instrument and applicable local law	. 8	L	0.				
9	Income required to be distributed currently				9			
10	Other amounts paid, credited, or otherwise required to be distributed				10			
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instruction	ns	,.,		11			
12	Enter the amount of tax-exempt income included on line 11				12			,
13	Tentative income distribution deduction. Subtract line 12 from line 11				13			
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter-				14			
15	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1	, line 18.,	*************		15			
S	chedule G Tax Computation (see page 23 of the instructions)							
1	Tax: a Tax on taxable income (see page 23 of the instructions)	<u>1a</u>		0.				
	b Tax on lump-sum distributions. Attach Form 4972	1b_						
	c Alternative minimum tax (from Schedule I, line 56)	1c						
	d Total. Add lines 1a through 1c			▶	18			0.
2a	Foreign tax credit. Attach Form 1116	2a						
	Other nonbusiness credits (attach schedule)							
C	General business credit. Enter here and check which forms are attached:			1				
	Form 3800 Specify Forms (specify)	2c						
d	Gredit for prior year minimum tax. Attach Form 8801							
3	Total credits. Add lines 2a through 2d			▶	3			
4	Subtract line 3 from line 1d. If zero or less, enter -0-				4			0.
5	Recapture taxes. Check if from: Form 4255 Form 8611				5			
	Household employment taxes. Attach Schedule H (Form 1040)				6			
	Total tax, Add lines 4 through 6. Enter here and on page 1, line 23				7]	6.2	245.
	Other Information SEC. 641(C):			245		****	Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the all	ocation of					T	X
	Enter the amount of tax-exempt interest income and exempt-interest dividends > \$		•					1
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other con	npensatio	n) of any					
-	3.	•						x
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signs							T
-								х
	See page 25 of the instructions for exceptions and filing requirements for Form TDF 90-2							 ^
	the name of the foreign country	2.1.11	3, 61161					
	During the tax year, did the estate or trust receive a distribution from, or was it the granton	r of or tra	noferor to					
7	a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the							x
£	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided fi						 	├ ^
0	, , , , , ,		•					.
•	see page 25 for required attachment						-	X
_	If this is an estate or a complex trust making the section 663(b) election, check here (see		,					
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (so							
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the	-	-					
6108	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions	· · · · · · · · · · · · · · · · · · ·			*****		X	100
02-06	72 -07 JWA					torm `	1041	(2006)

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Case: 17-3595

Document: 12-9

Filed: 03/12/2018

Pages: 1025

Electing Small Business Trust Tax Calculation 1041 Employer ID Number Name of Trust 20-7294232 JULIA IANTONI IRREVOCABLE TRUST SEE STATEMENT 3 84. Interest Total Ordinary Dividends Less: Qualified Dividends Other Ordinary Income SEE STATEMENT 4 17,758. Net Short-Term Capital Gain Other Income 17,842. **Deductions** Interest Fiduciary Fees ______ Charitable Deduction Attorney, Accountant, Return Preparation Fees Other Deductions - Not Subject to 2% Limit Other Deductions - Subject to 2% Limit **Tax and Credits** 17.842. Taxable Income 6,245. Tax - 35% Net Long-Term Capital Gain and Qualified Dividends _____ Total Regular Tax Alternative Minimum Tax Total Tax _____ 6,245. Credits Recapture and Other Taxes Net Tax - to Form 1041, Schedule G, line 7 6,245. Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 234 of 1000 PageID #:4674

Case: 17-3595 Document: SL2: ORPORATION ed PORT/ION 2018

Form 1041 (2000) JULIA IANTONI IRREVOCABLE TRUST

Pages: 1025 20-7294232 Page 3

Schedule | Alternative Minimum Tax (see pages 26 through 32 of the instructions)

Par	t I - Estate's or Trust's Share of Alternative Minimum Taxable Income			
1	Adjusted total income or (loss) (from page 1, line 17)	1		17,842.
2	Interest	. 2	╄-	
3	Taxes	١ .	ļ	
4	Miscellaneous itemized deductions (from page 1, line 15b)	. 4	_	
5	Refund of taxes	1 _		
6	Depletion (difference between regular tax and AMT)		<u></u>	
7	Net operating loss deduction. Enter as a positive amount			
8	Interest from specified private activity bonds exempt from the regular tax		Ι	
9	Qualified small business stock (see page 27 of the instructions)			
10	Exercise of incentive stock options (excess of AMT income over regular tax income)			
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)			
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)			
13	Disposition of property (difference between AMT and regular tax gain or loss)			
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)			
15	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 5			<13.
16	Loss limitations (difference between AMT and regular tax income or loss)			
17	Circulation costs (difference between regular tax and AMT)			
18	Long-term contracts (difference between AMT and regular tax income)			
19	Mining costs (difference between regular tax and AMT)			
20	Research and experimental costs (difference between regular tax and AMT)			
21	Income from certain installment sales before January 1, 1987		(
22	Intangible drilling costs preference			
23	Other adjustments, including income-based related adjustments		T.,	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)		(
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24			17,829.
	Note: Complete Part II below before going to line 26.		1	
26	Income distribution deduction from Part II, line 44).		
27	Estate tax deduction (from page 1, line 19)	<u> </u>	1_	
28	Add lines 26 and 27	28	<u> </u>	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.			17,829.
	If line 29 is:			
	• \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.			
	• Over \$22,500, but less than \$165,000, go to line 45.			
	• \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.			
Pai	t II - Income Distribution on a Minimum Tax Basis			
30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30		
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31		
	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-			
	Capital gains for the tax year allocated to corpus and paid or permanently set aside for			
	charitable purposes (from Schedule A, line 4)	. 33		
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)			
35	Capital gains computed on a minimum tax basis included on line 25		1	
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount		1	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-		1	
38	Income required to be distributed currently (from Schedule B, line 9)			
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39		
40	Total distributions. Add lines 38 and 39		Π	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41		
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	1	TP
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	†	
	Income distribution deduction on a minimum tax basis. Enter the smaller of line 42 or	1,0	 	

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line 43. Enter here and on line 26

Form 1041 (2006)

619861 02-05-07

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Case: 17-3595 Filed: 03/12/2018 Document: 12-9 Pages: 1025 20-7294232 Form 1041 (2006) JULIA IANTONI IRREVOCABLE TRUST Part III - Alternative Minimum Tax 45 \$22,500 45 Exemption amount 46 Enter the amount from line 29 \$75,000 47 47 Phase-out of exemption amount 48 48 Subtract line 47 from line 46. If zero or less, enter -0-49 49 Multiply line 48 by 25% (.25) 50 50 Subtract line 49 from line 45. If zero or less, enter -0-17,829. 51 51 Subtract line 50 from line 46 52 Go to Part IV of Schedule 1 to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Otherwise, if line 51 is -•\$175,000 or less, multiply line 51 by 26% (.26). 4,636. • Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result 53 53 Alternative minimum foreign tax credit (see page 31 of the instructions) 4,636. 54 Tentative minimum tax. Subtract line 53 from line 52 54 6,245. 55 55 Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a) 0. 56 Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c Part IV - Line 52 Computation Using Maximum Capital Gains Rates Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part. 57 Enter the amount from line 51 58 Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as refigured for the AMT, if necessary) 58 59 Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as refigured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-59 60 If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if 61 Enter the smaller of line 57 or line 60 62 Subtract line 61 from line 57 63 It line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 63 28% (.28) and subtract \$3,500 from the result 64 Maximum amount subject to the 5% rate 65 Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-65 66 Subtract line 65 from line 64. If zero or less, enter -0-66 67 Enter the smaller of line 57 or line 58 68 Enter the smaller of line 66 or line 67 69 Multiply line 68 by 5% (.05) 69 70 Subtract line 68 from line 67 71 Multiply line 70 by 15% (.15) 71 If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72. 72 Subtract line 67 from line 61

619862 02-05-07

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74

76

Form 1041 (2006)

73 Multiply line 72 by 25% (.25)

28% (.28%) and subtract \$3,500 from the result

74 Add lines 63, 69, 71, and 73

75 If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by

76 Enter the smaller of line 74 or line 75 here and on line 52

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JULIA IAMMONII 7 REPROCESTE 12-9 Filed: 03/12/2018 Pages: 200-27-294232

FORM 1041	LATE	PAYMENT INTE	REST		STAT	EMENT	1
DESCRIPTION	DATE F	MOUNT E	ALANCE	RATE	DAYS	INTERI	est
TAX DUE INTEREST RATE CHANGE DATE FILED	04/15/07 06/30/07 10/15/07	6,245.	6,245. 6,337. 6,487.	.0700			92.
		DAYMENT DENZ	T.T.Y		ርሞልባ		
		PAYMENT PENA	LTY		STAT	24 CEMENT	42.
TOTAL LATE PAYMENT IN FORM 1041 DESCRIPTION		PAYMENT PENA	LTY BALANC	CE M	STAT		
FORM 1041	LATE	AMOUNT 6,245	BALANC	CE M		'EMENT PENAL'	

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 237 of 1000 PageID #:4677

JULIA IAMPONII/TEREMOCABDECURUSTI: 12-9 Filed: 03/12/2018 Pages: 2007294232

ESBT		INTEREST			STATEMENT	3
DESCRIPTION	÷		U.S. INTER		OTHER TAXAB	LE
LIC HOLDINGS, INC	- REGULAR INTE	REST		0.		84.
SUBTOTALS				0.		84.
TOTAL INTEREST						84.
ESBT	ОТЕ	HER ORDINARY	INCOME		STATEMENT	4
DESCRIPTION					TUUOMA	
FROM - LIC HOLDINGS	, INC.				17,7	58.
TOTAL TO ESBT WORKS	HEET				17,7	58.
ESBT SCHEDULE I	PASS	SIVE ACTIVITY	LOSS		STATEMENT	5
		NET I	NCOME (LOSS)	_		
NAME OF ACTIVITY	FORM	NET I ——— AMT	NCOME (LOSS)	-	ADJUSTMEN	r
NAME OF ACTIVITY LIC HOLDINGS, INC.	FORM SCH E	тма	REGUL	-		r 13.
	SCH E	тма	REGUL	AR	<	
LIC HOLDINGS, INC.	SCH E	тма	REGUL	AR 7,758.	<	13.
LIC HOLDINGS, INC.	SCH E	AMT 17,7 VE ACTIVITIES	REGUL 45. 1 - WORKSHEET PRIOR YEAR	7,758.	<	13.
LIC HOLDINGS, INC. TOTAL TO SCHEDULE I, ESBT FORM 8582	SCH E , LINE 15 OTHER PASSIV	AMT 17,7 VE ACTIVITIES	REGUL 45. 1 - WORKSHEET	7,758.	<pre> </pre> <pre> STATEMENT L GAIN OR Letter </pre>	13.
LIC HOLDINGS, INC.	SCH E , LINE 15 OTHER PASSIV	AMT 17,7 YE ACTIVITIES YEAR	REGUL 45. 1 - WORKSHEET PRIOR YEAR UNALLOWED	7,758. 3 OVERAL	STATEMENT L GAIN OR Loss	13.

ESBT FORM 8582	st ————	JMMARY OF	PASSIVE AC	CTIVITIES	STA	ATEMENT	7
R R E A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWE:	D ALLO LOS:	
LIC HOLDINGS,	SCH E	17,758.	0.	17,758.	0	•	0 .
TOTALS		17,758.	0.	17,758.	0	•	0
PRIOR YEAR CARRYOV	ERS ALLOW	ED DUE TO	CURRENT YE	EAR NET ACTI	VITY INCO	ME 	
		ED DUE TO	CURRENT YE	EAR NET ACTI	VITY INCO	ME	0
TOTAL TO FORM 8582	, LINE 11	ALTERNATI	VE MINIMUNTIVITIES -	M TAX - WORKSHEET RIOR YEAR	ST	ATEMENT	
TOTAL TO FORM 8582	OTHER I	ALTERNATI PASSIVE AC CURRENT YE	VE MINIMUNTIVITIES -	M TAX - WORKSHEET	ST. 3	ATEMENT	LOS
PRIOR YEAR CARRYOV TOTAL TO FORM 8582 ESBT FORM 8582 NAME OF ACTIVITY LIC HOLDINGS, INC.	OTHER I	ALTERNATI PASSIVE AC CURRENT YE	VE MINIMUN TIVITIES -	TAX - WORKSHEET RIOR YEAR INALLOWED	ST. 3 OVERALL G.	ATEMENT AIN OR 1	

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Marin and Committee of the Committee of	TRICE HORDERS - THE REVERSE SIDE FEATURES ARTIFICIAL WATERMARKS.	2786
950 PENINSULA CORPORATE CIRCLE SUITE 3010 BOCA RATON, FL 33487	63-843/670 /0/3/07	
PAY TO THE ORDER OF Julia Iantoni Truot	. /7, 073	. 86
SENOUTED THOUSAND, SCHOTTY TH	BEE AND 84/00 -	DOLLARS
MEMO: DESTRUCTION, LILLHOUNGS	All Genotin	\$ a
MEMO: USTREWITON, ETCHOLUNDS	AUTHORISES SIGNATURE	

#002786# #067006432#2000034069950#

 Filed: 03/12/2018

Pages: 1025



445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

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

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor Trustee for The Julia lantoni Irrevocable Trust STBR10048

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

Please visit our website @ www.stanfordtrustco.com

2100MD - GPJG2

Simon Bernstein 950 Peninsula Corp. Circle, Ste 3010 Boca Raton, FL 33487-1387



445 North Blvd, Suite 820 Baton Rouge, LA 70802

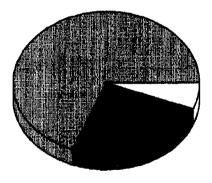
Market Value Reconciliat	ion	
	This Period	1/1/08 to 3/31/08
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,727.72	-\$6,727.72
Income	\$491.86	\$491.86
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.79	\$12,098.79
Ending Market Value	\$125,862.93	\$125,862.9 3
Realized Gains/Losses (Included in Total Above)	-\$52.67	-\$52.67

Account Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

			Total Portfolio Value	\$125,862,93
		100%	Total Assets Value Total Liabilities Value	\$132,041.10 - \$ 6,178.17
		6%	Cash & Equivalents	\$8,490.32
		25%	Fixed Income	\$32,811.35
		69%	Equity	\$90,739.4 3
			Asset Class	Balance
eset i	Alloca	tion Su	nmary	



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	\$20.49	\$5,245.44	\$5,581.06	-\$335.62	\$0.00
			\$18,654.55	\$19,442.41	-\$787.86	\$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$6,857.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
			\$16,439.33	\$16,669.66	-\$230.33	\$703.89
Equity International Emerging Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4,206.65	-\$195.72	\$37.58
			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.88	\$40.91	\$6,622.35	\$6,888.9 5	-\$266.60	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5,620.07	-\$613.12	\$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	\$17.95	\$2,656.60	\$2,809.04	-\$152.44	\$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8.33	\$108.42
IShares MSCI United Kingdom CUSIP: 464286699	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	\$11.06	\$6,779.07	\$6,858.75	-\$79.68	\$619.68
Total Fixed Income			\$32811.95	\$35,007,58	.\$196.2 3	\$2,297.09
Total All Assets			\$132,041.10	\$130,785.33	-\$4,922.40	\$3,919.69
Liabilities Income Cash		·	-\$6,178.17			
Total Liabilitisa			-56,178.17	\$0.00	\$0.00	\$0.00
Total All Liabilities			-\$6,178.17	\$0.00	\$0.00	\$0.00
= Portfolio Grand Total	······································		\$125,862.93	\$130,785.33	-\$4,922.40	\$3,919.69

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Transaction Detail

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized GA
1/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Dividend income			
1/2/08	Cash Receipt of Dividend Earned on	\$ 0. 00	\$13.61	\$0.00
	SEI Daily Income Prime Obl #34			
	Dividend from 12/1/07 to 12/31/07			
2/1/08	Cash Receipt of Dividend Earned on	\$0.00	\$6 4.52	\$0.00
	SEI Daily Income Prime Ob! #34			
	Dividend from 1/1/08 to 1/31/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$211.92	\$0.00
	SEI Daily Income Prime Obl #34			
	Dividend from 2/1/08 to 2/29/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$77.28	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Dividend from 2/1/08 to 2/29/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$4.64	\$0.0
	Oppenheimer Intl Bond Fd-A			
	Dividend from 2/1/08 to 2/29/08	•	•	
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$1.75	\$0.0
	Pioneer Global High Yield-A			
	Dividend from 2/1/08 to 2/29/08	An an	***	
3/24/08	Cash Receipt of Dividend Earned on	\$0.00	\$31.95	\$0.0
	American Capital World G&I-F			
	\$0.1983/Unit on 161.076 Units Due 3/24/08	40.00	200.40	# 0.0
3/26/08	Cash Receipt of Dividend Earned on	\$0.00	\$86.19	\$0.0
	Loomis Sayles Bond Fund-Ret			
	\$0.0821/Unit on 1,049.826 Units Due 3/25/08			

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Taxes Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Julia lantoni IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250.00	
	-	\$0.00	-\$6,250.00	
Total Dis	bursements	-\$57.69	-\$6,670.03	
1/2/08	Purchases Purchases Purchases Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07 Purchased 64.52 Units of SEI Daily Income Prime Obl #34	-\$13.61 -\$64.52	\$0.00 \$0.00	\$0.00 \$0.00
2/5/08	Trade Date 1/31/08 Reinvestment of Income Received 1/31/08 Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-\$120,000.00	\$0.00	\$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-\$137,151.99	\$0.00	\$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At \$13.34	-\$6,857.00	\$0.00	\$0.00

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612.779 Units of	-\$6,857.00	\$0.00	\$0.00
	Pioneer Global High Yield-A	• •		
	Trade Date 2/27/08			
	612.779 Units At \$11.19			
2/29/08	Purchased 148 Units of	-\$2,809.04	\$0.00	\$0.00
	iShares MSCI Hong Kong	• •		
	Trade Date 2/26/08			
	148 Units At \$18.98			
2/29/08	Purchased 47 Units of	-\$2,787.10	\$0.00	\$0.00
	Market Vectors Agribusiness	12,		·
	Trade Date 2/26/08			
	47 Units At \$59.30			
2/29/08	Purchased 56 Units of	-\$1,426.66	\$0.00	\$0.00
	iShares MSCI Switzerland Index	41,323.22		·
	Trade Date 2/26/08			
	56 Units At \$25.476			
2/29/08	Purchased 55 Units of	-\$2,800,02	\$0.00	\$0.00
	Market Vectors Russia ETF	\	· · · · · ·	•
	Trade Date 2/26/08			
	55 Units At \$50,9094			
2/29/08	Purchased 54 Units of	-\$2,845,25	\$0.00	\$0.00
	IShares S&P Gsti Semiconductor Index	+=		
	Trade Date 2/26/08			
	54 Units At \$52.6899			
2/29/08	Purchased 123 Units of	-\$2,810.32	\$0.00	\$0.00
	IShares MSCI United Kingdom	42,5 (1.1.=	43,00	****
	Trade Date 2/26/08			
	123 Units At \$22.8481			
2/29/08	Purchased 213 Units of	-\$2,728.34	\$0.00	\$0.00
	iShares MSCI Singapore	44 , 4	43.00	•
	Trade Date 2/26/08			
	213 Units At \$12.8091			

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Transaction Detail (continued)

Statement of Value and Activity

\$0.00 \$0.00	\$0.00	-\$1,318.14	Purchased 27 Units of Market Vectors Russia ETF
\$0.00			Market Vectors Russia ETF
\$0.00			
\$0.00	A n		Trade Date 3/14/08
\$0.00	* *		Paid \$1.08 Brokerage
\$0.00			27 Units At \$48.779983
	\$0.00	-\$ 1,3 73 .9 9	Purchased 1,373.99 Units of
			SEI Daily Income TR Treas #38 CL A
			Trade Date 3/20/08
\$0.00	\$0.00	_ -\$31.95	Purchased 0.8 Units
			American Capital World G&I-F @ \$39.96
			through Reinvestment of Cash Dividend Due 3/24/08
\$0.00	\$0.00	-\$86.19	Purchased 6.13 Units
			Loomis Sayles Bond Fund-Ret @ \$14.06
			through Reinvestment of Cash Dividend Due 3/25/08
	\$0.00	-\$388,793.15	rchases
			O. b Mid-Armillian
#0.00	60.00	\$407.4F4.00	
\$0.00	\$0.00	\$137,151.99	
60.00	60.00	49E 020 00	
\$0.00	\$0.00	\$85,030.00	
\$0.00	\$0.00	\$42.407.17	• • • • • • • • • • • • • • • • • • •
\$0.00	\$0.00	\$40,427.17	
\$0.00	00.02	\$6.250.00	
39U.UU	φυ.υυ	₩ 0,230.00	
44.55			
	\$0.00 \$0.00 \$0.00	\$137,151.99 \$85,030.00 \$43,427.17 \$6,250.00	Sales/Maturities Sales/Maturities Sold 137,151.99 Units of SEI Daily Income Prime Ob! #34 Trade Date 2/20/08 Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08 Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A

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Pending Trades

Statement of Value and Activity
January 1, 2008 - March 31, 2008

No pending trades.

0025743 - 0900127

Julia lantoni Irrevocable Trust-Sas - Account # STBR10048

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Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/18/08	Sold 362.34 Units of	\$362.34	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/18/08		•	
3/19/08	Sold 1,318.14 Units of	\$1,318.14	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/19/08			
3/20/08	Sold 56 Units of	\$ 1,3 73 .99	\$0.00	-\$52.67
	iShares MSCI Switzerland Index			
	Trade Date 3/17/08			-
	Paid \$2.24 Brokerage			
	Paid \$0.02 SEC Fee			
	St Capital Loss of \$52.67- on Federal Cost			
	Federal Tax Cost \$1,426.66			
	56 Units At \$24.575952			
3/25/08	Sold 115.38 Units of	\$115.38	\$0.00	\$0.00
,	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/25/08			
Total Sa	les/Maturities	\$275,029.01	\$0.00	
3/31/08	Ending Balance	\$6,178.17	-\$6,178.17	

TS000250



Statement of Value and Activity

January 1, 2008 - March 31, 2008

Dete	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth	-\$5,581.06	\$0.00	\$0.00
	Trade Date 2/26/08			
	256 Units At \$21.801	* ***********************************	•- •-	,
2/29/08	Purchased 65 Units of	-\$5,620.07	\$0.00	\$0.00
	iShares MSCI Brazil Index Fund			
	Trade Date 2/26/08			
-11	65 Units At \$86.4626	60.040.00	40.00	44.00
2/29/08	Purchased 140 Units of	-\$9,812.66	\$0.00	\$0.00
	Vanguard European ETF			
	Trade Date 2/26/08 140 Units At \$70.0904	•		
0/00/00	Purchased 77 Units of	-\$4,206.65	\$0.00	\$0.00
2/29/08	Wisdomtree Emg Mtks H/Y Equity	-94,200.00	Ψ0.00	Φ 0.00
	Trade Date 2/26/08			
	77 Units At \$54.6318			
3/3/08	Purchased 77.28 Units of	-\$77.28	\$0.00	\$0.00
3300	SEI Daily Income TR Treas #38 CL A	V 11.20	44.50	ΨΟ,ΟΟ
	Trade Date 2/29/08			
	Reinvestment of Income Received 2/29/08			
3/3/08	Purchased 0.694 Units	-\$4.64	\$0.00	\$0.00
	Oppenheimer Intl Bond Fd-A @ \$6.69	4 = ·	7-1	42
	through Reinvestment of Cash Dividend Due 3/3/08			
3/3/08	Purchased 0.157 Units	-\$1.75	\$ Q. Q 0	\$0.00
	Pioneer Global High Yield-A @ \$11.16			
	through Reinvestment of Cash Dividend Due 3/3/08			
3/6/08	Purchased 211.92 Units of	-\$211.92	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/6/08			

TS000251



Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized GAL
2/28/08	Purchased 161.076 Units of American Capital World G&I-F	-\$6,857.00	\$0.00	\$0.00
	Trade Date 2/27/08			
	161:076 Units At \$42.57			
2/28/08	Purchased 526.825 Units of	-\$8,229.00	\$0.00	\$0.00
	Hussman Strategic Growth Fund			
	Trade Date 2/27/08			
	526.825 Units At \$15.62			
2/28/08	Purchased 344.746 Units of	-\$6,857.00	\$0.00	\$0.00
9	ING Global Real Estate Fd-A			
	Trade Date 2/27/08			
	344,746 Units At \$19.89			
2/28/08	Purchased 205.468 Units of	-\$ 5,4 8 6.00	\$0.00	\$0.00
	Keeley Small Cap Val Fd-A			
	Trade Date 2/27/08	•		•
	205,468 Units At \$26.70			
2/28/08	Purchased 392.137 Units of	-\$10,972.00	\$0.00	\$0.00
	Kinetics Paradigm Fund-No LD			
	Trade Date 2/27/08			
	392,137 Units At \$27.98	•		
2/28/08	Purchased 367.668 Units of	-\$6,857.00	\$0.00	\$0.00
	T Rowe Price New Asia	•		
	Trade Date 2/27/08			
	367,668 Units At \$18.65			
2/28/08	Purchased 1,049.826 Units of	-\$15,086.00	\$0.00	\$0.00
	Loomis Sayles Bond Fund-Ret			
	Trade Date 2/27/08			
	1,049.826 Units At \$14.37			
2/28/08		-\$10,972.00	\$0.00	\$0.00
	Oppenheimer Intl Bond Fd-A			
	Trade Date 2/27/08			•
	1,652.41 Units At \$6.64			



Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	income Cash	Realized GAL
2/5/08	Additions Cash Receipt Addition to Account Lic Holdings, Inc Check #1160 DTD 12/31/07	\$120,000.00	\$0.00	\$0.00
		\$120,000.00	\$0.00	
Total Re	celpts	\$120,000.00	\$491.86	
3/25/08	Disbursements Fees Fee Collected	-\$57.69	\$0,00	\$0.00
	Based on A Market Value of \$124,781.22		,	·
3/25/08	Fee Collected Based on A Market Value of \$124,781.22	\$0.00	-\$57.69	\$0.00
		-\$57.69	-\$57.69	
3/25/08	Expenses Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Julia lantoni IRREV Trust 20-7294232 Penalty & Interest 1041 Year 12/31/07	\$0.00	-\$362,34	\$0.00
	·	\$0.00	-\$362.34	

TS000253



Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Principal Cash	Income Cash
\$0.00	\$0.00
	\$491.86
▼	\$0.00
	\$0.00
	\$0.00
• • • • • • • • • • • • • • • • • • • •	\$0.00
\$0.00	\$0.00
\$120,000.00	\$491.86
	\$0.00
·	-\$57.69
\$0.00	-\$362.34
\$0.00	-\$6,250.00
-\$57.69	-\$6,670.03
-\$388,793.15	\$0.00
\$275,029.01	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$6,178.17	-\$6,178.17
	\$0.00 \$0.00 \$0.00 \$120,000.00 \$120,000.00 \$120,000.00 \$120,000.00 \$0.00 \$0.00 \$0.00 \$275,69 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

TS000254

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	\$16.66	\$6,125.35	\$6,857.00	-\$731.65	\$69.86
•			\$39,770.63	\$42,803.88	-\$3,033.25	\$658.11
Equity Mid Cap Value	<u> </u>					
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	\$12.56	\$6,456.07	\$6,857.00	-\$400.93	\$131.07
•			\$6,456.07	\$6,857.00	-\$400.93	\$131.07
Total Equity			\$90,769,43	\$95,465.50	-\$4,726,17	\$1, 5 95.82
Fixed Income Fixed Income Mutual Funds						
Oppenhelmer International Bond	1,653.10	\$6.76	\$11,174.98	\$10,976.64	\$198.34	\$732.33
Fund CUSIP: 68380T103						
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

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STANFORD TRUST COMPANY

445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

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

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

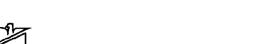
Stanford Trust Company Successor Trustee for The Julia lantoni Irrevocable Trust STBR10048

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Please visit our website @ www.stanfordtrustco.com

Julia lantoni c/o Simon Bernstein 15807 Menton Bay Ct. Delray Beach, FL 3446 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 258 of 1000 PageID #:4698



STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

Filed: 03/12/2018

October 1, 2007 - December 31, 2007

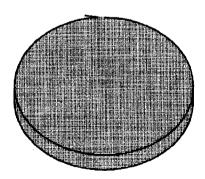
Market Value Reconciliation

	This Period	1/1/07 to 12/31/07
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

Asset Allocation Summary

	Asset Class	Balance	
100%	Cash & Equivalents	\$17,073.86	
100%	Total Assets Value	\$17,073.86	

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Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

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Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0 .00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

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Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

Julia lantoni Irrevocable Trust - Account # STBR10048

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	Beginning Balance	\$0.00	\$0.00	
12/26/07	Receipts Additions Cash Receipt Deposits Arbitrage International Ck#2786 DTD 10/3/07	\$17,073.86	\$0.00	\$0.00
Total Rec	ceipts	\$17,073.86	\$0.00	
12/26/07	Purchases Purchases Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0.00	\$0.00
Total Pur	chases	-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

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Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents Money Market Funds SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total All Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

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TRUST AGREEMENT FOR THE ALEXANDRA L. BERNSTEIN IRREVOCABLE

TRUST

September 7, 2006

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TRUST AGREEMENT

FOR THE

ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Alexandra L. Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1 BENEFICIARY

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

ARTICLE 2 TRANSFERS TO TRUST

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

ARTICLE 3 IRREVOCABLE PROVISION

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

ARTICLE 4 Administration of Trust

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

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

- 4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.
- 4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5 PROVISIONS GOVERNING TRUSTEES

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

- 5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.
- 5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.
- 5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.
- **5.4 Powers of Successor Trustees.** Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.
- **5.5** Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written

Initials_				
ALEXANDRA L.	BERNSTEIN	IRREVO	CABLE	TRUST

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approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

- 5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.
- **5.7 Court Supervision**. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.
- 5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.
- 5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

ARTICLE 6 PROTECTION OF INTERESTS

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

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

ARTICLE 7 FIDUCIARY POWERS

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

- 7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.
- 7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.
- 7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.
- 7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.
- 7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate

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ALEXANDRA L.	BERNSTEIN	IRREVOCABLE	TRUST

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

- 7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.
- 7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.
- 7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.
- 7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.
- 7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.
- 7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property

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

- 7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.
- 7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.
- 7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.
- 7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.
- 7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

INITIALS				
ALEXANDRA L.	BERNSTEIN	IRREVO	CABLE	TRUST

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

- 7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.
- 7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.
- **7.20** Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.
- 7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.
- **7.22** Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.
- **7.23 Delegation**. To delegate periodically among themselves the authority to perform any act of administration of any trust.

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ALEXANDRA L.	BERNSTEIN IRREVOCABLE TRUST	

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

- 7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.
- **7.26 Depreciation**. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.
- 7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.
- 7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.
- **7.29** Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.
- **7.30** Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:
 - To retain and operate the property for as long as it deems advisable;
 - To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;

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 To hire and discharge employees, fix their compensation, and define their duties;

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

ARTICLE 8 SUBCHAPTER S STOCK

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

- **8.1** Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.
- 8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:
- (a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.
- (b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust

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

- (c) Principal Invasions. If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).
- (d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.
- (e) Termination of QSST Status. If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9 PERPETUITIES PROVISION

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

ARTICLE 10 ADMINISTRATION AND CONSTRUCTION

- 10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.
- (a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.
- (b) Trustee's Decision. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

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

- **10.2** Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.
- (a) Pecuniary Gifts. All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.
- (b) Adjustments. The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.
- 10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.
- 10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.
- (a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.
- (b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.
- (c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.
- 10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

(a) Trustees.

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

(b) Internal Revenue Code Terms.

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

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

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

(c) Other Terms.

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

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

- (4) The words will and shall are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word may means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.
- 11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.
 - (a) A general power of appointment granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
 - (b) A **special power of appointment** is any power that is not a general power.
 - (c) A testamentary power of appointment (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
 - (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.
- 11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

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

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ALEXANDRA L.	BERNSTEIN	IRREVOCABLE TRUST

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

- **(b)** Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.
- 11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.
- 11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.
- 11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.
- 11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

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Executed as of the date first written above.

Signed in the presence of:

Simon Bernstein

Two witnesses as to Simon Bernstein

TRUSTEE

Gerald R. Lewin

Two witnesses as to Gerald R. Lewin

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STATE OF FLORIDA	
COUNTY OF PALM BEACH	
The foregoing instrument was acknowledged by Simon Bernstein.	d before me on, 2006,
	Notary PublicState of Florida
Personally Known	Print Notary Name:
Produced Identification	My Commission Number is:
Type of Identification	My Commission Expires:

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ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

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Schedule A Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

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TRUST AGREEMENT FOR THE ERIC D. BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

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TRUST AGREEMENT

FOR THE

ERIC D. BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Eric D. Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1 BENEFICIARY

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

ARTICLE 2 TRANSFERS TO TRUST

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

ARTICLE 3 IRREVOCABLE PROVISION

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

ARTICLE 4 Administration of Trust

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

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

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

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

ARTICLE 5 PROVISIONS GOVERNING TRUSTEES

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

- 5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.
- 5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.
- 5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.
- **5.4 Powers of Successor Trustees.** Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.
- 5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her

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

- 5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.
- 5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.
- 5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.
- 5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.
- 5.10 Successor Trustee. In the event the initial Trustee, Gerald R. Lewin, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6 PROTECTION OF INTERESTS

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

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

ARTICLE 7 FIDUCIARY POWERS

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

- 7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.
- 7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.
- 7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.
- 7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.
- 7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate

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

- **7.6 Borrow Money.** To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.
- 7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.
- 7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.
- 7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.
- **7.10** Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.
- 7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property

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

- 7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.
- 7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.
- 7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.
- 7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.
- 7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

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

- 7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.
- 7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.
- 7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.
- 7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.
- **7.22** Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.
- **7.23** Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

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ERIC D. BERNSTEIN IRREVOCABLE TRUST	

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

- 7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.
- **7.26 Depreciation**. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.
- 7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.
- 7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.
- 7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.
- 7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:
 - To retain and operate the property for as long as it deems advisable;
 - To control, direct, and manage the property, determining the manner and
 extent of its active participation in these operations, and to delegate all or
 any part of its supervisory power to other persons that it selects;

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 To hire and discharge employees, fix their compensation, and define their duties;

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

ARTICLE 8 SUBCHAPTER S STOCK

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

- 8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.
- 8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:
- (a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.
- (b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust

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

- (c) Principal Invasions. If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).
- (d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.
- (e) Termination of QSST Status. If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9 PERPETUITIES PROVISION

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

ARTICLE 10 Administration and Construction

- 10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.
- (a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.
- (b) Trustee's Decision. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

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

- 10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.
- (a) **Pecuniary Gifts.** All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.
- (b) Adjustments. The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.
- 10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.
- 10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.
- (a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.
- (b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.
- (c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.
- 10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

(a) Trustees.

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

(b) Internal Revenue Code Terms.

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

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

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

(c) Other Terms.

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

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

- (4) The words will and shall are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word may means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.
- 11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.
 - (a) A general power of appointment granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
 - (b) A special power of appointment is any power that is not a general power.
 - (c) A testamentary power of appointment (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
 - (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.
- 11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

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

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

- **(b)** Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.
- 11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.
- 11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.
- 11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.
- 11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

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Executed as of the date first written above.	$\boldsymbol{\Lambda}$
Signed in the presence of:	-SETTLOR//
Subant	Jh.
O'ALO	Simon Bernstein
	•

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Gerald R. Lewin

Two witnesses as to Gerald R. Lewin

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Schedule A Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

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

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor Trustee for The Eric D. Bernstein Irrevocable Trust STBR10042

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Please visit our website @ www.stanfordtrustco.com

Eric Bernstein c/o Simon Bernstein 15807 Menton Bay Ct. Delray Beach, FL 33446



445 North Blvd, Suite 820 Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

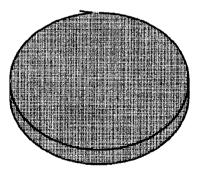
Market Value Reconciliation

(Included in Total Above)

	This Period	1/1/07 to 12/31/07
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses	\$0.00	\$0.00

Asset Ailocation Summary

		Asset Class	Balance
	100%	Cash & Equivalents	\$17,073.86
111111	-		
	100%	Total Assets Value	\$17,073.86



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

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Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts Dividend Income Other Income Interest Income Additions Capital Gain Distributions Tax Exempt Dividends & Interest	\$0.00 \$0.00 \$0.00 \$17,073.86 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements Distributions Fees Expenses Taxes Total Disbursements	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00
Purchases Sales/Maturities Asset Transfers Free Receipts Free Deliveries Total Asset Transfers	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

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Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

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Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	Beginning Balance	\$0.00	\$0.00	
12/26/07	Receipts Additions Cash Receipt Deposits Arbitrage International Ck#2780 DTD 10/3/07	\$17,073.86	\$0.00	\$0.00
Total Rec	eipts	\$17,073.86	\$0.00	
12/26/07	Purchases Purchases Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0.00	\$0.00
Total Pur	chases	-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

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Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents Money Market Funds SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
= Total Ali Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

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445 North Blvd. Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

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

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor Trustee for The Eric D. Bemstein irrevocable Trust STBR10042

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein 950 Peninsula Corp. Circle, Ste 3010 Boca Raton, FL 33487-1387

\$125,864.00

-\$52.67

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

Ending Market Value

Realized Galns/Losses

(included in Total Above)

Market Value Reconciliati	on	
	This Period	1/1/08 to 3/31/08
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,726.58	-\$6,726.58
Income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.73	\$12,098.73

\$125,864.00

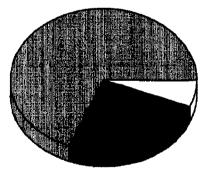
-\$52.67

Account Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Aeset Alloce	itlan Su	mmary	
		Asset Class	Balance
	69%	Equity	\$90,739.36
	25%	Fixed Income	\$32,811.35
	6%	Cash & Equivalents	\$8,490.33
	100%	Total Assets Value	\$132,041.04
		Total Liabilities Value	-\$6,177.04
		Total Portfolio Value	\$125,864.00



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	\$20.49	\$5,245.44	\$ 5,581.06	-\$335.62	\$0.00
	·····		\$18,654.54	\$19,442.41	-\$787.87	\$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$6,8 57.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
			\$16,439.33	\$16,669.66	-\$230.33	\$703.89
Equity International Emerging			•			
Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4,206.65	-\$195.72	\$37.58
-			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.88	\$40.91	\$6,622.31	\$6, 888.94	-\$266.63	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5 ,620.07	-\$613.12	\$100.69
iShares MSCI Hong Kong CUSiP: 464286871	148.00	\$17.95	\$2,656.60	\$2,809.04	-\$152.44	\$56.09
iShares MSCi Singapore CUSIP: 464286673	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8.33	\$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	\$11.06	\$6,779.07	\$6,858.75	-\$79.68	\$619.68
Total Fixed Income			\$32,811.95	\$95,007.50	\$196.23	\$2,297.09
Total All Assets			\$132,041.04	\$130,786.46	-\$4,922.46	\$3,919.71
Liabilities Income Cash			-\$6,177.04			
Total Liebilties			:56;177:04	\$6.00	\$0.00	\$0.00
Total All Liabilities			-\$6,177.04	\$0.00	\$0.00	\$0.00
Portfolio Grand Total	<u> </u>	· · · · · · · · · · · · · · · · · · ·	\$125,864.00	\$130,786.46	-\$4,922.46	\$3,919.71

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Transaction Detail

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
1/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Dividend income	,		
1/2/08	Cash Receipt of Dividend Earned on	\$0.00	\$13,61	\$0.00
	SEI Daily Income Prime Obl #34			
	Dividend from 12/1/07 to 12/31/07			
2/1/08	Cash Receipt of Dividend Earned on	\$0.00	\$64 .52	\$0.00
	SEI Daily Income Prime Obl #34			
	Dividend from 1/1/08 to 1/31/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$211 .92	\$0.00
	SEI Daily Income Prime Obl #34			
	Dividend from 2/1/08 to 2/29/08		•	
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$77.28	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Dividend from 2/1/08 to 2/29/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$4.64	\$0.00
	Oppenheimer Intl Bond Fd-A			
	Dividend from 2/1/08 to 2/29/08	_		
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$1.75	\$0.00
	Pioneer Global High Yield-A	:		
	Dividend from 2/1/08 to 2/29/08		.	
3/24/08	Cash Receipt of Dividend Earned on	\$0.00	\$31.94	\$0.00
	American Capital World G&I-F			
	\$0.1983/Unit on 161.076 Units Due 3/24/08		A 00 40	A0 00
3/26/08	Cash Receipt of Dividend Earned on	\$0.00	\$86.19	\$0.00
	Loomis Sayles Bond Fund-Ret			•
	\$0.0821/Unit on 1,049.826 Units Due 3/25/08			
		\$0.00		

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Transaction Detail (continued)

Statement of Value and Activity

Realized G/L	Income Cash	Principal Cash	Transaction Description
\$0.00	-\$6,250.00	\$0.00	Taxes Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Eric Bernstein IRREV Trust
			1/15/08 Estimated Tax - 2007 Form 1041-Es
	-\$6,250.00	\$0.00	
	-\$6,668.89	-\$57.69	bursements
		·	Purchases
			Purchases
\$0.00	\$0.00	-\$13.61	Purchased 13.61 Units of
			SEI Daily Income Prime Obl #34 Trade Date 12/31/07
			Posted Thru Mfd Income
			Reinvestment of Income Received 12/31/07
\$0.00	\$0.00	-\$64.52	Purchased 64.52 Units of
			SEI Daity Income Prime Obl #34
			Trade Date 1/31/08
40.00	A 0.00	4400 000 00	Reinvestment of Income Received 1/31/08
\$0,00	\$0.00	-\$120,000.00	Purchased 120,000 Units of
\$0.00	\$0.00	-\$137 151 99	***************************************
****	43.03	4.5.,	SEI Daily Income TR Treas #38 CL A
			Trade Date 2/20/08
\$0.00	\$0.00	-\$6,857.00	Purchased 514.018 Units of
	\$0.00 \$0.00	-\$137,151,99 -\$6,857.00	Trade Date 2/20/08

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612,779 Units of	-\$6,857.00	\$0.00	\$0.00
	Pioneer Global High Yield-A		•	
	Trade Date 2/27/08			
	612,779 Units At \$11.19			
2/29/08	Purchased 148 Units of	-\$2,809.04	\$0.00	\$0.00
	iShares MSCI Hong Kong	•		
	Trade Date 2/26/08			
	148 Units At \$18.98			
2/29/08	Purchased 47 Units of	-\$2,787.10	\$0.00	\$0.00
	Market Vectors Agribusiness			
	Trade Date 2/26/08			
	47 Units At \$59.30			
2/29/08	Purchased 56 Units of	-\$1,426.66	\$0.00	\$0.00
	iShares MSCI Switzerland Index			
	Trade Date 2/26/08			
	56 Units At \$25.476			
2/29/08	Purchased 55 Units of	-\$2,800.02	\$0 .00	\$0.00
	Market Vectors Russia ETF			
	Trade Date 2/26/08			
	55 Units At \$50.9094			
2/29/08	Purchased 54 Units of	-\$2,845.25	\$0.00	\$0.00
	iShares S&P Gsti Semiconductor Index			
	Trade Date 2/26/08			
	54 Units At \$52.6899		A =	***
2/29/08	Purchased 123 Units of	-\$2,810.32	\$0.00	\$0.00
	iShares MSCi United Kingdom			
	Trade Date 2/26/08			
	123 Units At \$22.8481			40.00
2/29/08	Purchased 213 Units of	-\$2,728.34	\$0.00	\$0.00
	iShares MSCI Singapore			
	Trade Date 2/26/08			
	213 Units At \$12.8091			

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/19/08	Purchased 27 Units of	-\$1,318.14	\$0.00	\$0.00
	Market Vectors Russia ETF			
	Trade Date 3/14/08			
	Paid \$1.08 Brokerage			
	27 Units At \$48.779983			
3/20/08	Purchased 1,373.99 Units of	-\$1,373.99	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/20/08			
3/24/08	Purchased 0.799 Units	-\$31.94	\$0.00	\$0.00
	American Capital World G&I-F @ \$39.96			
	through Reinvestment of Cash Dividend Due 3/24/08			
3/26/08	· ···· ,	-\$86.19	\$0.00	\$0.00
	Loomis Sayles Bond Fund-Ret @ \$14.06			
	through Reinvestment of Cash Dividend Due 3/25/08			
Total Pu	rchases	-\$388,793.14	\$0,00	
	_ A _ Ma			
	Sales/Maturities			
	Sales/Maturities	*		** **
2/20/08	• • • • •	\$137,151.99	\$0.00	\$0.00
	SEI Daily Income Prime Obl #34			
	Trade Date 2/20/08	407 000 00	40.00	40.00
2/28/08		\$85,030.00	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
n/nn/nn	Trade Date 2/28/08	A40 407 47	40.00	00.00
2/29/08		\$43,427.17	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
014 4400	Trade Date 2/29/08 Sold 361.2 Units of	\$261.00	\$0.00	\$ 0.00
3/14/08		\$361.20	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08			
	I ISIA PISIA 3/ 14/00			

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Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of	\$6,250.00	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/17/08			
3/19/08	Sold 1,318.14 Units of	\$1,318.14	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/19/08			
3/20/08	Sold 56 Units of	\$1,373.99	\$0.00	-\$52.67
	iShares MSCI Switzerland Index	•		
	Trade Date 3/17/08			
	Paid \$2,24 Brokerage			
	Paid \$0.02 SEC Fee			
	St Capital Loss of \$52.67- on Federal Cost	•		
	Federal Tax Cost \$1,426.66			
	56 Units At \$24.575952			
3/25/08	Sold 115.38 Units of	\$115.38	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A	¥ 1 1 1 1 2 2	*****	•
	Trade Date 3/25/08			
Total Sa	les/Maturities	\$275,027.87	\$0.00	
3/31/08	Ending Balance	\$6,177.04	-\$6,177.04	

TS000318



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/29/08	Purchased 65 Units of	-\$5,620.07	\$0.00	\$0.00
	iShares MSCI Brazil Index Fund	•		
	Trade Date 2/26/08			
	65 Units At \$86.4626			
2/29/08	Purchased 256 Units of	-\$5,581.06	\$0.00	\$0.00
	Powershares Dynamic Mid Cap Growth			
	Trade Date 2/26/08			
	256 Units At \$21.801			
2/29/08	Purchased 140 Units of	-\$9,812.66	\$0.00	\$0.00
	Vanguard European ETF	•		
	Trade Date 2/26/08			
	140 Units At \$70,0904			
2/29/08	Purchased 77 Units of	-\$4,206.65	\$0.00	\$0.00
	Wisdomtree Emg Mtks H/Y Equity			
	Trade Date 2/26/08			
	77 Units At \$54.6318			
3/3/08	Purchased 77.28 Units of	-\$77.28	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 2/29/08			
	Reinvestment of Income Received 2/29/08			
3/3/08	Purchased 0.694 Units	-\$4.64	\$0.00	\$0.00
440	Oppenheimer Intl Bond Fd-A @ \$6.69	•		
	through Reinvestment of Cash Dividend Due 3/3/08			
3/3/08	Purchased 0.157 Units	-\$1,75	\$0.00	\$0.00
W W V	Pioneer Global High Yield-A @ \$11.16	•		
	through Reinvestment of Cash Dividend Due 3/3/08			
3/6/08	Purchased 211,92 Units of	-\$211.92	\$0.00	\$0.00
440	SEI Daily Income TR Treas #38 CL A	,		
	Trade Date 3/6/08			

TS000319



Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.076 Units of American Capital World G&I-F	-\$6,857.00	\$0.00	\$0.00
	Trade Date 2/27/08			
*	161.076 Units At \$42,57			
2/28/08	Purchased 526.824 Units of	-\$8,229.00	\$0.00	\$0.00
	Hussman Strategic Growth Fund			
	Trade Date 2/27/08			
	526.824 Units At \$15.62			
2/28/08	Purchased 344.746 Units of	-\$6,857.00	\$0.00	\$0.0 0
	ING Global Real Estate Fd-A			
	Trade Date 2/27/08			
	344.746 Units At \$19.89			
2/28/08	Purchased 205.468 Units of	-\$5,486.00	\$0.00	\$0.00
	Keeley Small Cap Val Fd-A			
	Trade Date 2/27/08			
	205.468 Units At \$26.70			
2/28/08	Purchased 392.137 Units of	-\$10,972.00	\$0.00	\$0.00
	Kinetics Paradigm Fund-No LD			
	Trade Date 2/27/08			
	392.137 Units At \$27.98			
2/28/08	Purchased 367.667 Units of	-\$6 ,857.00	\$0.00	\$0.00
	T Rowe Price New Asia			
	Trade Date 2/27/08		•	
	367.667 Units At \$18.65			
2/28/08	Purchased 1,049.826 Units of	-\$15,086.00	\$0.00	\$0.00
	Loomis Sayles Bond Fund-Ret			
	Trade Date 2/27/08			
	1,049.826 Units At \$14.37			
2/28/08	Purchased 1,652.41 Units of	-\$10,972.00	\$0.00	\$0.00
	Oppenheimer Intl Bond Fd-A			
	Trade Date 2/27/08			
	1,652.41 Units At \$6.64			

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/5/08	Additions Cash Receipt Addition to Account Lic Holdings, Inc Check #1156 DTD 12/31/07	\$120,000.00	\$0.00	\$0,00
	-	\$120,000.00	\$0.00	
Total Re	celpts	\$120,000.00	\$491.85	
	Disbursements Fees			
3/25/08	Fee Collected	-\$57.69	\$0.00	\$0.00
3/25/08	Based on A Market Value of \$124,782.30 Fee Collected Based on A Market Value of \$124,782.30	\$0.00	-\$57.69	\$0.00
		-\$57.69	-\$57.69	
3/14/08	Expenses Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Eric Bernstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	\$0.00	-\$361.20	\$0.00
	·	\$0.00	-\$361.20	



Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Category	Principal Cash	Income Casi
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts		A
Dividend Income	\$0.00	\$491.8
Other Income	\$0.00	\$0.0
Interest income	\$0.00	\$0.0
Additions	\$120,000.00	\$0.0
Capital Gain Distributions	\$0.00	\$0.0
Tax Exempt Dividends & Interest	\$0.00	\$0.0
Total Receipts	\$120,000.00	\$491.6
Disbursements		^
Distributions	\$0.00	\$0.0
Fees	-\$57.69	. \$57.6
Expenses	\$0.00	-\$361.3
Taxes	\$0.00	-\$6,250.
Total Disbursements	-\$57.69	-\$6,668.0
Purchases	-\$388,793.14	\$0.0
Sales/Maturities	\$275,027.87	\$0.0
Asset Transfers	+	
	\$0.00	\$0.0
Free Receipts	\$0.00	\$0.
Free Deliveries		
Total Asset Transfers	\$0.00	\$0.0
A.1	\$0.00	\$0.
Other	40,00	

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	\$16.66	\$6,125.33	\$6,857.00	-\$731.67	\$69.86
			\$39,770.57	\$42,803.87	-\$3,033.30	\$658.11
Equity Mid Cap Value						
Allegiant Mid Cap Value 1 CUSIP: 01748E831	514.02	\$12.56	\$6,456.07	\$6,857.00	-\$400.93	\$131.07
			\$6,456.07	\$6,857.00	-\$400.93	\$131.07
Total Equit	y		\$90,739.98	\$95,485.59	\$4,726,23	\$1,595.92
Fixed Income						·
Fixed Income Mutual Funds	1,653.10	\$6.76	\$11,174.98	\$10,976.64	\$198.34	\$732.33
Oppenheimer International Bond Fund CUSIP: 68380T103	1,000.10	40.70	\$11,114. 30	\$10,870.04	4 196104	9702.00
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

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Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents Money Market Funds						
SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,313.29	\$1.00	\$2,313.29	\$2,313.29	\$0.00	\$27.30
			\$2,313.29	\$2,313.29	\$0.00	\$27.30
Cash						
Principal Cash			\$6,177.04		<u> </u>	
			\$6,177.04	\$0.00	\$0.00	\$0.00
Total Cash & Equivalents			88,490,53	\$2,319,29	\$0.00	\$27,30
Equity Equity Small Cap Value Mutual Funds Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	\$26.32	\$ 5,407.92	\$5,486.0 0	-\$78.08	\$0.00
			\$5,407.92	\$5,486.00	-\$78.08	\$0.00
Other Domestic Equity					•	
Hussman Strategic Growth Fund CUSIP: 448108100	526.82	\$15.59	\$8,213.19	\$8,229.00	-\$15.81	\$48.47
iShares S&P Geti Semiconductor Index CUSIP: 464287523	54.00	\$49.56	\$2,676.24	\$2,845.2 5	-\$169.01	\$16.20
Market Vectors Agribusiness CUSIP: 57060U605	47.00	\$53.61	\$2,519.67	\$2,787.10	-\$267.43	\$0.00

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Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 326 of 1000 PageID #:4766 Case: 17-3595 EXPENSION GRANTED TO FIRE I DO 12018 Pages: 1025 U.S. Income Tax Return for Estates and Trusts OMB No. 1545-0092 2006 and ending For calendar year 2006 or fiscal year beginning C/Employer identification number Name of estate or trust (If a grantor type trust, see page 12 of the instructions.) Type of entity: 20 7294133 Decedent's estate Date entity created ERIC BERNSTEIN IRREVOCABLE TRUST Simple trust 09/01/2006 X Complex trust E Nonexempt charitable and split-Qualified disability trust interest trusts, check applicable STANFORD TRUST COMPANY, TRUSTEE ESBT (S portion only) boxes (see pg 13 of the instr.): Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.) Grantor type trust 445 NORTH BOULEVARD, 8TH FLOOR EAST Described in section 4947(a)(1) Bankruptcy estate-Ch. 7 City or town, state, and ZIP code Not a private foundation Bankruptcy estate-Ch. 11 70802 Described in section 4947(a)(2) BATON ROUGE , LA applicable X Initial return boxes: Pooled income fund Amended return Change in trust's name Final return B No. of Sch K-1 Change in fiduciary's name Change in fiduciary's address Change in fiduciary attached > Sold Date: G Pooled mortgage account (see page 14 of the instructions): 1 2a 2 a Total ordinary dividends b Qualified dividends allocable to: (1) Beneficiaries ___ (2) Estate or trust 3 Business income or (loss). Attach Schedule C or C-EZ (Form 1040) 4 Capital gain or (loss). Attach Schedule D (Form 1041) 5 Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040) Farm income or (loss). Attach Schedule F (Form 1040) 6 7 Ordinary gain or (loss). Attach Form 4797 8 Other income. List type and amount 9 Total income. Combine lines 1, 2a, and 3 through 8 10 Interest. Check if Form 4952 is attached 10 11 11 12 12 Charitable deduction (from Schedule A, line 7) 13 14 14 Attorney, accountant, and return preparer fees 15 a Other deductions not subject to the 2% floor (attach schedule) 15a b Allowable miscetlaneous itemized deductions subject to the 2% floor 15b 16 16 Add lines 10 through 15b 18 Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041) 18 Estate tax deduction including certain generation-skipping taxes (attach computation) 19 100. 20 100. Add lines 18 through 20 Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions 22 <100.> 6,244. Total tax (from Schedule G, line 7) 23 24 Payments: a 2006 estimated tax payments and amount applied from 2005 return 24a b Estimated tax payments allocated to beneficiaries (from Form 1041-T) 24b and Payments c Subtract line 24b from line 24a 24c d Tax paid with Form 7004 (see page 20 of the instructions) 241 e Federal income tax withheld. If any is from Form(s) 1099, check 24e f Credit for federal telephone excise tax paid. Attach Form 8913 **24f** ; h Form 4136 Other payments: g Form 2439 24i 25 Total payments. Add lines 24c through 24f, and 24i 25 Estimated tax penalty (see page 20 of the instructions) 26 6,244. Tax due. If line 25 is smaller than the total of lines 23 and 26, enter amount owed 27 Overpayment. If line 25 is larger than the total of lines 23 and 26, enter amount overpaid 28 Amount of line 28 to be: a Credited to 2007 estimated tax Sign May the IRS discuss this return with the preparer shown below (see instr.)? Here EIN of fiduciary if a financial institution Signature of fiduciary or officer representing fiduciary X Yes Check if setf-Preparer's SSN or PTIN W1 11-

GOLDSTEIN LEWIN & CO.

610801 02-05-07 For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. *

BOCA RATON, FL 33431-8502

1900 N.W. CORPORATE BLVD. STE E-300

Preparer's

JWA

address, and ZIP code

Use Only

employed

STMT

STMT 1

FIN

P00127193

Phone no. (561)994-5050

59 2147155

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 327 of 1000 PageID #:4767 Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025 Form 7004 Application for Automatic 6-Month Extension of Time To File Certain Business Income Tax, Information, and Other Returns OMB No. 1545-0233 (Rev. December 2006) Department of the Treasu Internal Revenue Service + File a separate application for each return. Identifying number Type or Name Print Eric Bernstein Irrevocable Trust 20-7294133 File by the due Number, street, and room or suite no. (If P.O. box, see instructions.) date for the do Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E return for which an extension is City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering requested. See instructions. Boca Raton, FL 33431 Note. See instructions before completing this form. Enter the form code for the return that this application is for (see below)..... 05 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here. > 4a The application is for calendar year 20<u>06</u>, or tax year beginning ____, 20___, and ending ____, 20___ b Short tax year. If this tax year is less than 12 months, check the reason: Final return Change in accounting period If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application. 0.00 6 Tentative total tax..... Total payments and credits (see instructions)..... 7 0.00 Balance due. Subtract line 7 from line 6. Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawai (EFW) (see instructions for exceptions)...... 8 0.00 Application **Application** Form Form la For: Code le For: Code Form 1120-H Farm 706-GS(T) 02 Form 1120-ND 19 Form 1041 (estate) 04 Form 1120-PC 21 Form 1041-N **06** Form 1120-REIT 23 Form 1042 08 Form 1120-S 25 Form 1065-B 10 Form 3520-A 27 Form 1120 12 Form 8613 29

14

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Form 8804

Form 8876

For Paperwork Reduction Act Notice, see instructions.

Form 7004 (Rev. 12-2006)

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ISA STF XDXP1000

Form 1120-A

Form 1120-F

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٠,		, I	20-	7294	133	age 2
	1041 (2006) ERIC BERNSTEIN IRREVOCABLE TRUST		<u> v</u>		 .	
3	chedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.	T	1			
1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	۲	2			
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)		3			
3	Subtract line 2 from line 1	·	4			
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes		5			
5	Add lines 3 and 4	. -				
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)		7	-		
	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13		/	 .		
	chedule B Income Distribution Deduction	Т	. 1			
1	Adjusted total income (see page 22 of the instructions)	- 1	1			
2	Adjusted tax-exempt interest	+	2		,	
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)		3			
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)		4			
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)	├	5			
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the					
	loss as a positive number	··	6			
7		·	7			
8	If a complex trust, enter accounting income for the tax year as			_		
	and the second s).		-		
9	Income required to be distributed currently		9			
10	Other amounts paid, credited, or otherwise required to be distributed		10			
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions	-	11			
12	Enter the amount of tax-exempt income included on line 11	-	12			
13	Tentative income distribution deduction. Subtract line 12 from line 11	ļ	13			
	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-		14			
15	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18	1	15			
S	chedule G Tax Computation (see page 23 of the instructions)					
1	Tax: a Tax on taxable income (see page 23 of the instructions) 1a ().				
	b Tax on lump-sum distributions. Atlach Form 4972	_				
	c Alternative minimum tax (from Schedule I, line 56)	\Box				
	d Total. Add lines 1a through 1c	▶	10			0.
21	a Foreign tax credit. Attach Form 1116					
	b Other nonbusiness credits (attach schedule) 2b					
	c General business credit. Enter here and check which forms are attached:					
	☐ Form 3800 ☐ Forms (specify) ▶	- }				
	d Credit for prior year minimum tax. Attach Form 8801 2d					
	Total credits. Add lines 2a through 2d		3			
4			4			0.
	Recapture taxes. Check if from: Form 4255 Form 8611	" [5			
	Household employment taxes. Attach Schedule H (Form 1040)		6			
7	Total tax. Add lines 4 through 6. Enter here and on page 1, line 23	-	7		6.	244.
<u>_</u>	Other Information SEC. 641(C): 6,24	4			Yes	\neg
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses.					X
'	Enter the amount of tax-exempt interest income and exempt-interest dividends \$\rightarrow\$\$		• • • • • • • • •			─
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any					1
-	individual by reason of a contract assignment or similar arrangement?					х
3			• • • • • • •		├	↑^
3						v
	over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TDF 90-22.1. If "Yes," enter					X
	the name of the foreign country				-	
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to,					47
_	a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions	· · · • · •	. .			X
5	, , , , , , , , , , , , , , , , , , , ,					
					,	X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions)					
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions			_	_	
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and che					
9	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions				X	
0108				Fo	rm 104 1	(2006)

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Document: 12-9

Filed: 03/12/2018

Pages: 1025

Electing Small Business Trust Tax Calculation 1041 Employer ID Number Name of Trust 20-7294133 ERIC BERNSTEIN IRREVOCABLE TRUST income SEE STATEMENT 3 Interest Total Ordinary Dividends Less: Qualified Dividends Other Ordinary Income SEE STATEMENT 4 17,757. Net Short-Term Capital Gain _____ 17,840. Total Income **Deductions** Interest Taxes ____ Fiduciary Fees _____ Charitable Deduction _____ Attorney, Accountant, Return Preparation Fees Other Deductions - Not Subject to 2% Limit Other Deductions - Subject to 2% Limit Tax and Credits Taxable Income 17,840. 6,244. Tax - 35% Net Long-Term Capital Gain and Qualified Dividends Tax _____ Total Regular Tax _____ Alternative Minimum Tax Total Tax _____ Credits _______ Recapture and Other Taxes _____ Net Tax - to Form 1041, Schedule G. line 7 6,244.

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Pages: 1025 20-7294133 Page 3

Form 1041 (2008) ERIC BERNSTEIN IRREVOCABLE TRUST

Schedule [] Alternative Minimum Tax (see pages 26 through 32 of the instructions)

	justed total income or (loss) (from page 1, line 17)	11	17,840.
2 inte	erest	1 4 1	
3 Tax		1 . 1	
-	scellaneous itemized deductions (from page 1, line 15b)		
	fund of taxes	[_ I .	
	pletion (difference between regular tax and AMT)		
	t operating loss deduction. Enter as a positive amount		
	erest from specified private activity bonds exempt from the regular tax		
	alified small business stock (see page 27 of the instructions)		
	ercise of incentive stock options (excess of AMT income over regular tax income)		
	her estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)		
	ecting large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)		
	sposition of property (difference between AMT and regular tax gain or loss)		
	preciation on assets placed in service after 1986 (difference between regular tax and AMT)		
	ssive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 5		<13.
	ss limitations (difference between AMT and regular tax income or loss)		
	culation costs (difference between regular tax and AMT)		
	ng-term contracts (difference between AMT and regular tax income)		
	ning costs (difference between regular tax and AMT)	1 1	
	search and experimental costs (difference between regular tax and AMT)	1 1	
	come from certain installment sales before January 1, 1987		
	langible drilling costs preference		
	her adjustments, including income-based related adjustments	1 1	
	ternative tax net operating loss deduction (See the instructions for the limitation that applies)	1 1	
	ljusted alternative minimum taxable income. Combine lines 1 through 24		17,827
	ste; Complete Part II below before going to line 26.		
	come distribution deduction from Part II, line 44	0.	
		0 4 1	
27 Fst	tate tax deduction (from page 1, line 19)	"	
27 Est	tate tax deduction (from page 1, line 19)		
27 Est 28 Ad	tate tax deduction (from page 1, line 19) 27 Id lines 26 and 27	28	17,827
27 Est 28 Ad 29 Est	tate tax deduction (from page 1, line 19) Id lines 26 and 27 tate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25.	28	17,827
27 Est 28 Adi 29 Est If li	tate tax deduction (from page 1, line 19) Id lines 26 and 27 tate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. line 29 is:	28 29	17,827
27 Est 28 Ad 29 Est 11 li • 9	tate tax deduction (from page 1, line 19) Id lines 26 and 27 tate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax	28 29	17,827
27 Est 28 Ad 29 Est 11 11 • 5	tate tax deduction (from page 1, line 19) Id lines 26 and 27 tate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45.	28 29	17,827
27 Est 28 Ad 29 Est If Ii • \$ • \$	tate tax deduction (from page 1, line 19) Id lines 26 and 27 tate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.	28 29	17,827
27 Est 28 Add 29 Est 11 11 • \$ • (tate tax deduction (from page 1, line 19) Id lines 26 and 27 tate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45.	28 29	17,827
27 Est 28 Ad 29 Est If li • \$ • { • \$ Part II	tate tax deduction (from page 1, line 19) Id lines 26 and 27 tate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. ine 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. I - Income Distribution on a Minimum Tax Basis Ijusted alternative minimum taxable income (see page 30 of the instructions)	28 29	17,827
27 Est 28 Add 29 Est 11 11 • \$ • { • \$ 2 art 11 30 Ad 31 Ad	tate tax deduction (from page 1, line 19) Id lines 26 and 27 tate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. ine 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. I - Income Distribution on a Minimum Tax Basis Ijusted alternative minimum taxable income (see page 30 of the instructions) Ijusted tax-exempt interest (other than amounts included on line 8)	28 29 	17,827
27 Est 28 Add 29 Est If li • \$ • \$ Part II 30 Add 31 Add 32 Tot	tate tax deduction (from page 1, line 19) Id lines 26 and 27 tate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. ine 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. I - Income Distribution on a Minimum Tax Basis Ijusted alternative minimum taxable income (see page 30 of the instructions)	28 29 	17,827
27 Est 28 Ad 29 Est 11 11 9 9 9 11 30 Ad 31 Ad 32 Tot 33 Ca	tate tax deduction (from page 1, line 19) Id lines 26 and 27 tate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. ine 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. I - Income Distribution on a Minimum Tax Basis Ijusted alternative minimum taxable income (see page 30 of the instructions) Ijusted tax-exempt interest (other than amounts included on line 8) Ital net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Ipital gains for the tax year allocated to corpus and paid or permanently set aside for	28 29 	17,827
27 Est 28 Add 29 Est 11 11	tate tax deduction (from page 1, line 19) Id lines 26 and 27 tate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. tine 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. I - Income Distribution on a Minimum Tax Basis Ijusted alternative minimum taxable income (see page 30 of the instructions) Ijusted tax-exempt interest (other than amounts included on line 8) Ital net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Ipital gains for the tax year allocated to corpus and paid or permanently set aside for aritable purposes (from Schedule A, line 4)	28 29 	17,827
27 Est 28 Ad 29 Est 1/ 1/ 9 S	tate tax deduction (from page 1, line 19) Id lines 26 and 27 Itate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Itate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Itate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Itate's or trust's share of afternative minimum taxable income (see page 30 of line 1c. The estate or trust is not liable for the afternative minimum taxable income (see page 30 of line 51 and go to line 52. Itale of the line of the line 29 on line 51 and go to line 52. Itale of the minimum taxable income (see page 30 of the instructions) Itale of tax-exempt interest (other than amounts included on line 8) Itale of the lax year allocated to corpus and paid or permanently set aside for aritable purposes (from Schedule A, line 4) Ipital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	30 31 32 33 34	17,827
27 Est 28 Add 29 Est 11 11 4 5 4 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	tate tax deduction (from page 1, line 19) Id lines 26 and 27 Iate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Inine 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. I - Income Distribution on a Minimum Tax Basis Ijusted alternative minimum taxable income (see page 30 of the instructions) Ijusted tax-exempt interest (other than amounts included on line 8) Ital net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Ipital gains for the tax year allocated to corpus and paid or permanently set aside for aritable purposes (from Schedule A, line 4) Ipital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Ipital gains computed on a minimum tax basis included on line 25	30 31 32 33 34 35 (17,827
27 Est 28 Add 29 Est 11 11 9 \$ 0 C 31 Add 31 Add 32 Tot 33 Cat 64 Cat 34 Cat 35 Cat 36 Cat	tate tax deduction (from page 1, line 19) Id lines 26 and 27 Iate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Iate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Iate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Iate's 22,500, but less than \$165,000, go to line 45. Iate's 22,500, but less than \$165,000, go to line 45. Iate's 22,500 or more, enter the amount from line 29 on line 51 and go to line 52. Iate's 20 or more, enter the amount from line 29 on line 51 and go to line 52. Iate's 20 or more, enter the amount from line 29 on line 51 and go to line 52. Iate's 20 or more, enter the amount from line 29 on line 51 and go to line 52. Iate's 20 or more, enter the amount from line 29 on line 51 and go to line 52. Iate's 20 or more, enter the amount from line 29 on line 51 and go to line 52. Iate's 20 or more, enter the alternative minimum tax basis included on line 25. In the computed on a minimum tax basis included on line 25. In the computed on a minimum tax basis included on line 25. In the computed on a minimum tax basis included on line 25. In the computed on a minimum tax basis included on line 25. In the computed on a minimum tax basis included on line 25.	30 31 32 33 34 35 (17,827
27 Est 28 Add 29 Est 11 11 - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	tate tax deduction (from page 1, line 19) Id lines 26 and 27 Iate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Iate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Iate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Iate's 22,500, but less than \$165,000, go to line 45. Iate's 22,500, but less than \$165,000, go to line 45. Iate's 29 on line 51 and go to line 52. Iate's 200 or more, enter the amount from line 29 on line 51 and go to line 52. Iate's 200 or more, enter the amount from line 29 on line 51 and go to line 52. Iate's 200 or more, enter the amount from line 29 on line 51 and go to line 52. Iate's 200 or more, enter the amount from line 29 on line 51 and go to line 52. Iate's 200 or more, enter the amount from line 29 on line 51 and go to line 52. Iate's 200 or more, enter the amount from line 25 enter 30 or line 30 though 30. If zero or less, enter -0- Interval 10 or line 10 or line 10 or line 10 or line 25 enter 30 or line 30 through 36. If zero or less, enter -0- Interval 27 Interval 28 from line 25 enter 30 or line 25 enter 30 or line 25 enter 30 or line 30 or line 30 or line 30 or line 30. If zero or less, enter -0-	30 31 32 33 34 35 (36 37	17,827
27 Est 28 Add 29 Est 30 4 4 4 4 4 4 4 4 4	tate tax deduction (from page 1, line 19) Id lines 26 and 27 Itate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Itate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Itate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Itate's or trust's share of afternative minimum tax 165,000, go to line 45. Itate's 00 or more, enter the amount from line 29 on line 51 and go to line 52. Itale of the minimum taxable income (see page 30 of the instructions) Itale of tax-exempt interest (other than amounts included on line 8) Itale of tax-exempt interest (other than amounts included on line 8) Itale of tax-exempt interest (other than amounts included on line 8) Itale of the tax year allocated to corpus and paid or permanently set aside for aritable purposes (from Schedule A, line 4) Itale of the tax year allocated to corpus and paid or permanently set aside for aritable purposes (from Schedule A, line 4) Itale of the tax year allocated to corpus and paid or permanently set aside for aritable purposes (from Schedule A, line 4) Itale of the tax year allocated to corpus and paid or permanently set aside for aritable purposes from gross income (see page 30 of the instructions) Itale of the tax year allocated to corpus and paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Itale of the tax year allocated to corpus and paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Itale of the tax year allocated to corpus and paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Itale of the tax year allocated to corpus and paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	30 31 32 33 34 35 (36 37 38	17,827
27 Est 28 Add 29 Est 30 40 41 41 42 43 44 45 46 47 47 48 48 48 48 48 48	tate tax deduction (from page 1, line 19) Id lines 26 and 27 Itate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Itate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Itate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Itate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Itate's or trust's share of afternative minimum tax 165,000, go to line 45. Itate's or trust's share of afternative minimum taxable income (see page 30 of the instructions) Itated afternative minimum taxable income (see page 30 of the instructions) Itated tax-exempt interest (other than amounts included on line 8) Itated tax-exempt interest (other than amounts included on line 8) Itated tax-exempt interest (other than amounts included on line 8) Itated tax-exempt interest (other than amounts included on line 8) Itated tax-exempt interest (other than amounts included on line 8) Itated tax-exempt interest (other than amounts included on line 8) Itated tax-exempt interest (other than amounts basis included on line 25 Itated tax-exempt interest (other than amounts basis included on line 25 Itated tax-exempt interest (other than amounts basis included on line 25 Itated tax-exempt interest (other than amounts basis included on line 25 Itated tax-exempt interest (other than amounts basis included on line 25 Itated tax-exempt interest (other than amounts basis included on line 25 Itated tax-exempt lines 20 of the instructions) Itated tax-exempt lines 20 of the instructions) Itated tax-exempt lines 25 Itate	30 31 31 32 33 34 35 (36 37 38 39	17,827
27 Est 28 Add 29 Est 30 40 20 21 31 41 32 42 43 44 44 45 46 47 47 48 48 48 48 48 48	tate tax deduction (from page 1, line 19) Id lines 26 and 27 tate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Initial 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the afternative minimum taxable income. Subtract line 28 from line 25. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. I - Income Distribution on a Minimum Tax Basis It is afternative minimum taxable income (see page 30 of the instructions) It is afternative minimum taxable income (see page 30 of the instructions) It is afternative minimum taxable income (see page 30 of the instructions) It is afternative minimum tax basis included on line 8) It is afternative minimum tax basis included on line 25 income (see page 30 of the instructions) It is afternative minimum tax basis included on line 25 income (see page 30 of the instructions) It is afternative minimum tax basis included on line 25 income (see page 30 of the instructions) It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative m	30 31 31 32 33 34 35 (36 37 38 39 40	17,827
27 Est 28 Add 29 Est 30 40 20 21 21 22 23 24 25 26 26 26 27 27 28 28 29 20 20 20 20 20 20 20	tate tax deduction (from page 1, line 19) Id lines 26 and 27 tate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. In 22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum taxable income. Subtract line 28 from line 25. Section 22,500, but less than \$165,000, go to line 45. Section 3165,000 or more, enter the amount from line 29 on line 51 and go to line 52. Income Distribution on a Minimum Tax Basis Subtract alternative minimum taxable income (see page 30 of the instructions) Subtract alternative minimum taxable income (see page 30 of the instructions) Subtract alternative minimum taxable income (see page 30 of the instructions) Subtract alternative minimum taxable income (see page 30 of the instructions) Subtract alternative minimum taxable income (print of permanently set aside for aritable purposes (from Schedule A, line 4) Subtract alternative minimum tax basis included on line 25. Subtract alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- subtract alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- subtract alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- subtract the tax year allocated to the distributed (from Schedule B, line 10) Subtractions. Add lines 38 and 39 x-exempt income included on line 40 (other than amounts included on line 8)	30 31 31 32 33 34 35 (36 37 38 39 40	17,827
27 Est 28 Add 29 Est 29 Est 20 Est 20 Est 20 Est 21 Est 21 Est 22 Est 23 Est 24 Est 25 Est 26 Est 26 Est 26 Est 27 Est 28 Est 28 Est 29	tate tax deduction (from page 1, line 19) Id lines 26 and 27 tate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Initial 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the afternative minimum taxable income. Subtract line 28 from line 25. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. I - Income Distribution on a Minimum Tax Basis It is afternative minimum taxable income (see page 30 of the instructions) It is afternative minimum taxable income (see page 30 of the instructions) It is afternative minimum taxable income (see page 30 of the instructions) It is afternative minimum tax basis included on line 8) It is afternative minimum tax basis included on line 25 income (see page 30 of the instructions) It is afternative minimum tax basis included on line 25 income (see page 30 of the instructions) It is afternative minimum tax basis included on line 25 income (see page 30 of the instructions) It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- It is afternative m	30 31 32 33 34 35 (36 37 38 39 40 41 42	17,827
27 Est 28 Add 29 Est 29 Est 20 Est 20 Est 20 Est 21 Est 21 Est 22 Est 23 Est 24 Est 25 Est 26 Est 26 Est 26 Est 27 Est 28 Est 28 Est 29	tate tax deduction (from page 1, line 19) Id lines 26 and 27 tate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25. Iine 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the afternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. I - Income Distribution on a Minimum Tax Basis It is ted afternative minimum taxable income (see page 30 of the instructions) It is ted tax-exempt interest (other than amounts included on line 8) It all net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Inpital gains for the tax year allocated to corpus and paid or permanently set aside for In aritable purposes (from Schedule A, line 4) Inpital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Inpital gains computed on a minimum tax basis included on line 25 Inpital losses computed on a minimum tax basis included on line 25. Enter as a positive amount stributable net alternative minimum tax basis included on line 25. Enter as a positive amount stributable net alternative minimum tax basis included on line 25. Enter as a positive amount stributable net alternative minimum tax basis included on line 25. Enter as a positive amount stributable net alternative minimum tax basis included on line 26. Enter as a positive amount stributable net alternative minimum tax basis included on line 26. Enter as a positive amount stributable net alternative minimum tax basis included on line 28. It zero or less, enter -0- It is a tax defined and interest (from Schedule B, line 10) It is a tax defined and line 40 (other than amounts included on line 8) It is a tax defined and line 40 (other than amounts included on line 41 (from line 40)	30 31 32 33 34 35 (36 37 38 39 40 41 42	17,827

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Form	1041 (2006)ERIC BERNSTEIN IRREVOCABLE TRUST	<u> </u>		20-7	294133 Page 4
	t III - Alternative Minimum Tax				
45	Exemption amount		••••••	45	\$22,500
46	Enter the amount from line 29	4 1			
47	Phase-out of exemption amount		\$75,000		
48	Subtract line 47 from line 46. If zero or less, enter -0-	48			
49	Multiply line 48 by 25% (.25)			49	
50			***************************************	50	
51	Subtract line 50 from line 46				17,827.
	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividen				
	of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). (
	• \$175,000 or less, multiply line 51 by 26% (.26).	•			
	• Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result			52	4,635.
53			,		
54	Tentative minimum tax. Subtract line 53 from line 52				4,635.
55	_				6,244.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0 En			. 56	0.
Pa	rt IV - Line 52 Computation Using Maximum Capital Gain	s Rates			
	Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D	Tax Worksheet,			
	or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before cor	npleting this par	L		
57	Enter the amount from line 51			. 57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the				
	Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax				
	Worksheet, whichever applies (as refigured for the AMT, if necessary)	58			
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2)				
	(as refigured for the AMT, if necessary). If you did not complete				
	Schedule D for the regular tax or the AMT, enter -0-	59			
60	If you did not complete a Schedule D Tax Worksheet for the regular				
	tax or the AMT, enter the amount from line 58. Otherwise, add lines				
	58 and 59 and enter the smaller of that result or the amount from				
	line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if				
	necessary)				
61	Enter the smaller of line 57 or line 60			. 61	
62	Subtract line 61 from line 57			62	
63		•			
	28% (.28) and subtract \$3,500 from the result	1 1		▶ 63	
64	Maximum amount subject to the 5% rate	64	\$2,050	_	
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the				
	Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet,				
	whichever applies (as figured for the regular tax). If you did not complete				
	Schedule D or either worksheet for the regular tax, enter -0-	1 1		_	
	Subtract line 65 from line 64. If zero or less, enter -0-	66		_	
67	Enter the smaller of line 57 or line 58			\dashv	
68	Enter the smaller of line 66 or line 67	68			
69	Multiply line 68 by 5% (.05)	1 1		69	
70	Subtract line 68 from line 67				
71	Multiply line 70 by 15% (.15)			► <u>71</u>	
74	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to				
	Subtract line 67 from line 61			<u> </u>	
73	Multiply line 72 by 25% (.25)			► <u>73</u>	
74	Add lines 63, 69, 71, and 73			. 74	
15	If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 5				•
70	28% (.28%) and subtract \$3,500 from the result			75	
76 JWA	Enter the smaller of line 74 or line 75 here and on line 52	*****	<u></u>	76	Form 1041 (2006)
DAAW					Form 1041 (2006)

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ERIC BERNSTEIN TRREVOCADOE UTROST 12-9

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eu.	USI	12	ZUT	.0

Pages:21022594133

FORM 1041	LATI	E PAYMENT IN	NTEREST		STAT	EMENT 1
DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE INTEREST RATE CHANGE DATE FILED	04/15/07 06/30/07 10/15/07	6,244.	6,244. 6,336. 6,486.	.0700		92. 150.
	TEREST					242.
TOTAL LATE PAYMENT IN		E PAYMENT PE	ENALTY		STAT	242. EMENT 2
FORM 1041		E PAYMENT PE AMOUNT		CE M	STAT	
	LAT	AMOUNT	r BALANG	CE M		'EMENT 2

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Pages:21022394133 ERIC BERNSTEIN TREEVOCABDEUTRUST 12-9 Filed: 03/12/2018 STATEMENT INTEREST **ESBT** OTHER TAXABLE U.S. INTEREST INTEREST DESCRIPTION LIC HOLDINGS, INC. - REGULAR INTEREST 0. 83. 0. 83. SUBTOTALS TOTAL INTEREST 83. 4 ESBT OTHER ORDINARY INCOME STATEMENT DESCRIPTION AMOUNT FROM - LIC HOLDINGS, INC. 17,757. 17,757. TOTAL TO ESBT WORKSHEET ESBT SCHEDULE I PASSIVE ACTIVITY LOSS STATEMENT 5

NET INCOME (LOSS)
------------------	---

NAME OF ACTIVITY	FORM	AMT	REGULAR	ADJUSTMENT
LIC HOLDINGS, INC.	SCH E	17,744.	17,757.	<13.>
TOTAL TO SCHEDULE I,	LINE 15			<13.>

ESBT F	ORM	8582	OTHER	PASSIVE	E ACTIVITIES	- WO	RKSHEET	3	STATEME	NT 6
							-			
				CURRENT	YEAR	PRIOR	YEAR	OVERALL	GAIN O	R LOSS
			-			UNAL	LOWED			

NAME OF ACTIVITY	NET INCOME	NET LOSS	LOSS	GAIN	LOSS
LIC HOLDINGS, INC.	17,757.	0.	0.	17,757.	0.
TOTALS	17,757.	0.	0.	17,757.	0.

ESBT FORM 8582	st	JMMARY OF	PASSIVE AC	TIVITIES	STAT	rement '
R R E A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS,	SCH E	17,757.	0.	17,757.	0.	0
TOTALS		17,757.	0.	17,757.	0.	0
PRIOR YEAR CARRYOV TOTAL TO FORM 8582		ED DUE TO	CURRENT YE	AR NET ACTI	VITY INCOM	
TOTAL TO FORM 8582	, LINE 11	ALTERNATI	VE MINIMUM		STA	
TOTAL TO FORM 8582	OTHER I	ALTERNATI	VE MINIMUM TIVITIES - AR PR	TAX WORKSHEET	STA	O FEMENT
TOTAL TO FORM 8582	OTHER I	ALTERNATI PASSIVE AC CURRENT YE	VE MINIMUM TIVITIES - AR PR	TAX WORKSHEET IOR YEAR	STA:	O FEMENT
	OTHER I	ALTERNATI PASSIVE AC CURRENT YE	VE MINIMUM FIVITIES - AR PR — U	TAX WORKSHEET IOR YEAR NALLOWED	STAT 3 OVERALL GAI	TEMENT (

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WACHOVIA BANK, N.A.

2780

ARBITRAGE INTERNATIONAL MANAGEMENT LLC 950 PENINSULA CORPORATE CIRCLE SUITE 3010 BOCA RATON, FL 33487

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TRUST AGREEMENT FOR THE MICHAEL A. BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

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TRUST AGREEMENT

FOR THE

MICHAEL A. BERNSTEIN IRREVOCABLE TRUST

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

ARTICLE 1 BENEFICIARY

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

ARTICLE 2 TRANSFERS TO TRUST

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

ARTICLE 3 IRREVOCABLE PROVISION

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

ARTICLE 4 Administration of Trust

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

Initials	
MICHARIA	Brongton Interocapie Thurs

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

- 4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.
- 4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5 PROVISIONS GOVERNING TRUSTEES

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

- 5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.
- 5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.
- 5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

Initials		_	
MICHAEL A.	BERNSTEIN	IRREVOCABLE	TRUST

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

- 5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.
- 5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.
- 5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.
- 5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.
- 5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This

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indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

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

ARTICLE 6 PROTECTION OF INTERESTS

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

ARTICLE 7 FIDUCIARY POWERS

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

- 7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.
- 7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.
- 7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property;

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MICHAELA	REPMETERN INDEVOCABLE TRUST

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and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

- 7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.
- 7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.
- 7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.
- 7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.
- 7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

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

- 7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.
- 7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.
- 7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.
- 7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.
- 7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call

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options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

- 7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.
- 7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.
- 7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.
- 7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.
- 7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it

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sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

- 7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.
- 7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.
- **7.22** Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.
- 7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.
- 7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.
- 7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.
- 7.26 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.
- 7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

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

- 7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.
- 7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:
 - To retain and operate the property for as long as it deems advisable;
 - To control, direct, and manage the property, determining the manner and
 extent of its active participation in these operations, and to delegate all or
 any part of its supervisory power to other persons that it selects;
 - To hire and discharge employees, fix their compensation, and define their duties;
 - To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
 - Except as otherwise provided with respect to mandatory income
 distributions, to retain any amount of the net earnings for working capital
 and other purposes that it deems advisable in conformity with sound and
 efficient management; and
 - To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

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ARTICLE 8 SUBCHAPTER S STOCK

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

- 8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.
- 8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:
- (a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.
- (b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.
- (c) Principal Invasions. If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).
- (d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining

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assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

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

ARTICLE 9 PERPETUITIES PROVISION

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

ARTICLE 10 ADMINISTRATION AND CONSTRUCTION

- 10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.
- (a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.
- (b) Trustee's Decision. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.
- (c) Standard of Living. Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.
- 10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

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

- (b) Adjustments. The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.
- 10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.
- 10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.
- (a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.
- (b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.
- (c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.
- 10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

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ARTICLE 11 MISCELLANEOUS PROVISIONS

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

(a) Trustees.

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

(b) Internal Revenue Code Terms.

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

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

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

(c) Other Terms.

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

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a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

- (4) The words will and shall are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word may means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.
- 11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.
 - (a) A general power of appointment granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
 - (b) A special power of appointment is any power that is not a general power.
 - (c) A testamentary power of appointment (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
 - (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.
- 11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

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11.4 Certifications.

- (a) Facts. A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.
- (b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.
- 11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.
- 11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.
- 11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.
- 11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

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Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Simon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Gerald R. Lewin

Two witnesses as to Gerald R. Lewin

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Schedule A Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

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

Cover Page

Statement of Value and Activity

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January 1, 2008 - March 31, 2008

Stanford Trust Company Successor Trustee for The Michael A. Bernstein Irrevocable Trust STBR10047

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Simon Bernstein 950 Peninsula Corp. Circle, Ste 3010 Boca Raton, FL 33487-1387 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 356 of 1000 PageID #:4796

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

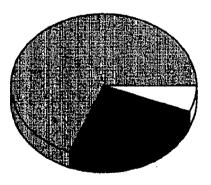
Market Value Reconciliat	lon	
	This Period	1/1/08 to 3/31/08
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,727.72	-\$6,727.72
Income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.76	\$12,098.76
Ending Market Value	\$125,862.89	\$125,862.89
Realized Gains/Losses (Included in Total Above)	-\$52.67	-\$52.67

Account Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Allocation St	Asset Class	Balance
69%	Equity	\$90,739.39
25%	Fixed Income	\$32,811.35
6%	Cash & Equivalents	\$8,490.33
100%	Total Assets Value	\$132,041.07
	Total Liabilities Value	-\$6,178.18



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

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Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents Money Market Funds						
SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,312.15	\$1.00	\$2,312.15	\$2,312.15	\$0.00	\$27.28
	· · · · · · · · · · · · · · · · · · ·		\$2,312.15	\$2,312.15	\$0.00	\$27.28
Cash			\$6,178.18			
Principal Cash			\$6,178.18	\$0.00	\$0.00	\$0.00
Total Cash & Equivalents			\$8,490.53	62,312,15	\$6.00	\$27.28
Equity Equity Small Cap Value Mutual Funds Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	\$26.32	\$5,407.92	\$5,486.00	-\$78.08	\$0.00
			\$5,407.92	\$5,486.00	-\$78.08	\$0.00
Other Domestic Equity Hussman Strategic Growth Fund CUSIP: 448108100	526.83	\$15.59	\$8,213.20	\$8,229.00	-\$15.80	*\$48.47
iShares S&P Geti Semiconductor Index CUSIP: 484287523	x 54.00	\$49.56	\$2,676.24	\$2,845.25	-\$169.01	\$16.20
Market Vectors Agribusiness CUSIP: 57080U605	47.00	\$53.61	\$2,519.67	\$2,787.10	-\$267.43	\$0.00

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	\$20.49	\$5,245.44	\$5,581.08	-\$335.62	\$0.00
			\$18,654.55	\$19,442.41	-\$787.86	\$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$6,857.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
			\$16,439.33	\$18,869.66	-\$230.33	\$703.89
Equity International Emerging		•				
Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4,206.65	-\$195.72	\$37.58
			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.88	\$40.91	\$6,622.31	\$6,888.94	-\$266.6 3	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5,620.07	-\$613.12	\$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	\$17.95	\$2,656.60	\$2,809.04	-\$152.44	\$56.09
Shares MSCI Singapore CUSIP: 464286673	213.00	\$ 12.77	\$2,720.01	\$2,728.34	-\$8 .33	\$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

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Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.6 7	\$16.66	\$6,125.35	\$6,857.00	-\$ 731.65	\$69.86
			\$39,770.59	\$42,803.87	-\$3,033.28	\$658.11
Equity Mid Cap Value Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	\$12.56	\$6,456.07	\$6,857.00	-\$400.93	\$131.07
			\$6,456.07	\$6,857.00	-\$400.93	\$131.07
Total Equit	y .		\$90,739.99	\$95,465,50	\$4,728.20	\$1,596.92
Fixed Income Fixed Income Mutual Funds Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	\$6.76	\$11,174. 9 8	\$10,976.64	\$198.34	\$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	\$11.06	\$6,779.07	\$6 ,858.75	-\$79.68	\$619.68
Total Fixed Income			\$32,611,35	\$38,007,68	\$196.23	\$2,297.09
Total All Assets			\$132,041.07	\$ 130,785.32	-\$4,922.43	\$3,919.69
<i>Liabilities</i> Income Cash			-\$8,178.18			
Total Liabilities			-\$6,178.18	\$6.00	\$0.00	\$0.00
Total All Liabilities			-\$6,178.18	\$0.00	\$0.00	\$0.00
Portfolio Grand Total			\$125,862.89	\$130,785.32	-\$4,922.43	\$3,919.69

Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts		40.00
Dividend Income	\$0.00	\$491.85
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$120,000.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$120,000.00	\$491.85
Diabursements		
Distributions	\$0.00	\$0.00
Fees	-\$57.69	-\$57.69
Expenses	\$0.00	-\$362.34
Taxes	\$0.00	-\$6,250.00
Total Disbursements	-\$57.69	-\$6,670.03
Purchases	-\$388,783.14	\$0,00
Bales/Maturities	\$275,029.01	\$0,00
Asset Transfers	V====,==	•
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 3/31/08	\$6,178.18	-\$6,178.18

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Transaction Detail

Statement of Value and Activity

Transa	iction Details By Category			
Date	Transaction Description	Principel Cash	Income Cash	Realized G/L
1/1/08	Beginning Balance	\$0,00	\$0.00	
	Receipts			
	Dividend income			
1/2/08	Cash Receipt of Dividend Earned on	\$0.00	\$13.61	\$0.00
	SEI Daily Income Prime Obi #34			
	Dividend from 12/1/07 to 12/31/07			
2/1/08	Cash Receipt of Dividend Earned on	\$0,00	\$64.52	\$0.00
	SEI Daily Income Prime Obl #34		•	
	Dividend from 1/1/08 to 1/31/08	•		
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$211.92	\$0.00
	SEI Daily Income Prime Obl #34		·	
	Dividend from 2/1/08 to 2/29/08	<u>.</u>		
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$77.28	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Dividend from 2/1/08 to 2/29/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$4.64	\$0.00
	Oppenheimer Intl Bond Fd-A			
	Dividend from 2/1/08 to 2/29/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$1.75	\$0.00
	Pioneer Global High Yield-A			
	Dividend from 2/1/08 to 2/29/08			
3/24/08	Cash Receipt of Dividend Earned on	\$0.00	\$31.94	\$0.00
	American Capital World G&I-F			
	\$0.1983/Unit on 161.076 Units Due 3/24/08			
3/26/08	Cash Receipt of Dividend Earned on	\$0.00	\$86,19	\$0.00
	Loomis Sayles Bond Fund-Ret			
	\$0.0821/Unit on 1,049.826 Units Due 3/25/08			
	· · · · · · · · · · · · · · · · · · ·	\$0.00	\$491.85	





Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/5/08	Additions Cash Receipt Addition to Account Lic Holdings, Inc Check #1154 DTD 12/31/07	\$120,000.00	\$0.00	\$0.00
	·	\$120,000.00	\$0.00	
Total Re	celpts	\$120,000.00	\$491.85	
3/25/08	Disbursements Fees Fee Collected	-\$57.69	\$0.00	\$0.00
3/25/08	Based on A Market Value of \$124,781.18 Fee Collected Based on A Market Value of \$124,781.18	\$0.00	-\$57.69	\$0.00
	· · · · · · · · · · · · · · · · · · ·	-\$57.69	-\$57.69	
3/14/08	Expenses Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Michael Berstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	\$0.00	-\$362.34	\$0.00
		\$0.00	-\$362.34	

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
3/17/08	Taxes Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Michael Berstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250.00	\$0.00
	•	\$0.00	-\$6,250.00	
Total Dis	sbursements	-\$57.69	-\$6,670.03	
1/2/08	Purchases Purchases Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income	-\$13.61	\$0.00	\$0.00
2/1/08	Reinvestment of Income Received 12/31/07 Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08	-\$64.52	\$0.00	\$0.00
2/5/08	Reinvestment of Income Received 1/31/08 Purchased 120,000 Units of SEI Daily Income Prime Obl #34	-\$120,000.00	\$0.00	\$0.00
2/20/08	Trade Date 2/5/08 Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-\$137,151. 99	\$0.00	\$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At \$13.34	-\$6,857.00	\$0.00	\$0.00

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.076 Units of American Capital World G&I-F	-\$6,857.00	\$0.00	\$0.00
	Trade Date 2/27/08			
	161.076 Units At \$42.57			•
2/28/08	Purchased 526.825 Units of	-\$8,229.00	\$0.00	\$0.00
	Hussman Strategic Growth Fund			
	Trade Date 2/27/08			
	526.825 Units At \$15.62			
2/28/08	Purchased 344.746 Units of	-\$6,857.00	\$0.00	\$0.00
	ING Global Real Estate Fd-A			
	Trade Date 2/27/08			
	344.746 Units At \$19.89			
2/28/08	Purchased 205.468 Units of	-\$5,486.00	\$0.00	\$0.00
	Keeley Small Cap Val Fd-A		•	
	Trade Date 2/27/08			
_ :	205,468 Units At \$26.70	.	_	
2/28/08	Purchased 392.137 Units of	-\$10,972.00	\$0.00	\$0.00
	Kinetics Paradigm Fund-No LD			
	Trade Date 2/27/08			
0/00/00	392.137 Units At \$27.98	.	. .	
2/28/08	Purchased 367.668 Units of	-\$6,857.00	\$0.00	\$0.00
	T Rowe Price New Asia			
	Trade Date 2/27/08	•		
* /**/**	367.688 Units At \$18.65	A. 	•	
2/28/08	Purchased 1,049.826 Units of	-\$15,086.00	\$0.00	\$0.00
	Loomis Sayles Bond Fund-Ret		•	
•	Trade Date 2/27/08			
0/00/00	1,049.826 Units At \$14.37	A 40.0 - 0.00	** - *	
2/28/08	Purchased 1,652.41 Units of	-\$10,972.00	\$0.00	\$0.00
	Oppenheimer Intl Bond Fd-A			
	Trade Date 2/27/08			
	1,652.41 Units At \$6.64			

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Transaction Detail (continued)

Statement of Value and Activity

Dete	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612,779 Units of	-\$6,857.00	\$0.00	\$0.00
	Pioneer Global High Yield-A	·		
	Trade Date 2/27/08			
	612.779 Units At \$11.19			•
2/29/08	Purchased 65 Units of	-\$5,620.07	\$0.00	\$0.00
	iShares MSCI Brazil Index Fund		•	
	Trade Date 2/26/08			
	65 Units At \$86.4626			
2/29/08	Purchased 148 Units of	-\$2,809.04	\$0.00	\$0.00
	Shares MSCI Hong Kong	•		
	Trade Date 2/26/08	•		
	148 Units At \$18.98			
2/29/08	Purchased 47 Units of	-\$2,787.10	\$0.00	\$0.00
	Market Vectors Agribusiness			
	Trade Date 2/26/08			
	47 Units At \$59.30			
2/29/08	Purchased 56 Units of	-\$1,426.66	\$0.00	\$0.00
	iShares MSCI Switzerland Index			
	Trade Date 2/26/08			
	56 Units At \$25.476			
2/29/08	Purchased 55 Units of	-\$2,800.02	\$0.00	\$0.00
	Market Vectors Russia ETF			
	Trade Date 2/26/08			
	55 Units At \$50.9094			
2/29/08	Purchased 54 Units of	-\$2,845.25	\$0.00	\$0.00
	iShares S&P Gsti Semiconductor Index			
	Trade Date 2/26/08			
	54 Units At \$52.6899			
2/29/08	Purchased 123 Units of	-\$2,810.32	\$0.00	\$0.00
	iShares MSCI United Kingdom			
	Trade Date 2/26/08			
	123 Units At \$22.8481			

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/29/08	Purchased 213 Units of	-\$2,728.34	\$0.00	\$0.00
	iShares MSCI Singapore			
	Trade Date 2/26/08		•	
	213 Units At \$12.8091			
2/29/08	Purchased 256 Units of	-\$5,581.06	\$0.00	\$0.00
	Powershares Dynamic Mid Cap Growth	•		
	Trade Date 2/26/08			
	256 Units At \$21.801			
2/29/08	Purchased 140 Units of	-\$9,812.66	\$0.00	\$0.00
	Vanguard European ETF			
	Trade Date 2/26/08			
	140 Units At \$70.0904		•	
2/29/08	Purchased 77 Units of	-\$4,206.65	\$0.00	\$0.00
	Wisdomtree Emg Mtks H/Y Equity	•		
	Trade Date 2/26/08			
	77 Units At \$54.6318			
3/3/08	Purchased 77.28 Units of	-\$77.28	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 2/29/08			
	Reinvestment of Income Received 2/29/08			
3/3/08	Purchased 0.694 Units	-\$4.64	\$0.00	\$0.00
	Oppenheimer Intl Bond Fd-A @ \$6.69			•
	through Reinvestment of Cash Dividend Due 3/3/08			
3/3/08	Purchased 0.157 Units	-\$1.75	\$0.00	\$0.00
	Pioneer Global High Yield-A @ \$11.16			
	through Reinvestment of Cash Dividend Due 3/3/08			
3/6/08	Purchased 211.92 Units of	-\$211.92	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
•	Trade Date 3/6/08			

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/19/08	Purchased 27 Units of	-\$1,318.14	\$0.00	\$0.00
	Market Vectors Russia ETF	. ,		
	Trade Date 3/14/08			
	Paid \$1.08 Brokerage			
	27 Units At \$48.779983			
3/20/08	Purchased 1,373.99 Units of	-\$1,373.99	\$0.00	\$0 .00
•	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/20/08			
3/24/08	Purchased 0.799 Units	-\$31.94	\$0.00	\$0.00
	American Capital World G&I-F. @ \$39.96			
	through Reinvestment of Cash Dividend Due 3/24/08			
3/26/08	Purchased 6.13 Units	-\$86 .19	\$0.00	\$0.00
	Loomis Sayles Bond Fund-Ret @ \$14.06			
	through Reinvestment of Cash Dividend Due 3/25/08			
Total Pu	rchases	-\$388,793.14	\$0,00	
	O de a Mila Augusta			
	Sales/Maturities			
A (0.0 (0.0	Sales/Maturities	* 40 * 4 * 40	A 0.00	40.00
2/20/08		\$137,151.99	\$0.00	\$0.00
	SEI Daily Income Prime Obl #34			
0.000.00	Trade Date 2/20/08		40.00	\$0.00
2/28/08	Sold 85,030 Units of	\$85,030.00	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08			
0/00/09	Sold 43,427.17 Units of	¢49.407.47	\$0.00	\$0.00
2/29/08	SEI Daily Income TR Treas #38 CL A	\$ 43,427.17	30.00	\$0,00
	Trade Date 2/29/08			
2/1//02		\$362 3A	\$0.00	\$0.00
3/14/08	Sold 362.34 Units of SEI Daily Income TR Treas #38 CL A	\$362.34	\$0.00	\$0.00

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A	\$6,250.00	\$0.00	\$0.00
	Trade Date 3/17/08			
3/19/08	Sold 1,318.14 Units of	\$1,318,14	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A	, ,		*****
	Trade Date 3/19/08			
3/20/08	Sold 56 Units of	\$1,373.99	\$0.00	-\$52.67
	iShares MSCI Switzerland Index			
	Trade Date 3/17/08			
	Paid \$2.24 Brokerage			
	Paid \$0.02 SEC Fee			
	St Capital Loss of \$52.67- on Federal Cost			
	Federal Tax Cost \$1,426.66			
	56 Units At \$24.575952	*	4	
3/25/08	Sold 115.38 Units of	\$115.38	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			•
	Trade Date 3/25/08			
Total Sa	les/Maturities	\$275,029.01	\$0.00	
3/31/08	Ending Balance	\$6,178.18	-\$6,178.18	

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Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

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STANFORD TRUST COMPANY

445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

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

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor Trustee for The Michael A. Bernstein Irrevocable Trust STBR10047

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Michael Bernstein c/o Simon Bernstein 15807 Menton Bay Ct. Delray Beach FL 33446 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 374 of 1000 PageID #:4814

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

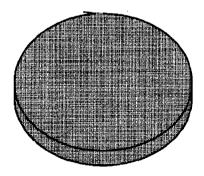
October 1, 2007 - December 31, 2007

Market Value Reconciliation Asset Alloca

	This Period	1/1/07 to 12/31/07
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

Asset Allocation Summary

		Asset Class	Balance
10	0%	Cash & Equivalents	\$17,073.86
10	0%	Total Assets Value	\$17,073.86



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

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Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents Money Market Funds SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Ali Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

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Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	\$O.O0	\$0.00
Receipts		
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

Case: 17-3595

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Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
10/1/07	Beginning Balance	\$0.00	\$0.00	
12/26/07	Receipts Additions Cash Receipt Deposits Arbitrage International Ck#2783 DTD 10/3/07	\$17,073.86	\$0.00	\$0.00
Total Rec	eipts	\$17,073.86	\$0.00	
12/26/07	Purchases Purchases Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0.00	\$0.00
Total Pur	chases	-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

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Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

Page 5 of 5

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 380 of 1000 PageID #:4820

Document: 12-9 Filed: 03/12/2018 Case: 17-3595 Pages: 1025 **U.S. Income Tax Return for Estates and Trusts** 1041 Department of the Treasury , 2006 and ending For calendar year 2006 or fiscal year beginning hoyeridentification number Name of estate or trust (if a grantor type trust, see page 12 of the instructions.) Type of entity: 20 7294143 Decedent's estate D Date mity created MICHAEL BERNSTEIN IRREVOCABLE TRUST Simple trust 09/01/2006 X Complex trust E Nonexempt charitable and split-Qualified disability trust interest trusts, check applicable STANFORD TRUST COMPANY, TRUSTEE X ESBT (S portion only) boxes (see pg 13 of the instr.): Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.) Grantor type trust 445 NORTH BOULEVARD, 8TH FLOOR EAST Described in section 4947(a)(1) Bankruptcy estate-Ch. 7 City or town, state, and ZIP code Not a private foundation Bankruptcy estate-Ch. 11 70802 Described in section 4947(a)(2) Pooled income fund BATON ROUGE . LA uneck X Initial return Change in trust's name Final return Amended return R No of Sch K-1 Change in fiduciary's name Change in fiduciary's address Change in fiduciary attached > 6 Pooled mortgage account (see page 14 of the instructions): Bought Sold Date: 1 Interest income 2 a Total ordinary dividends b Qualified dividends allocable to: (1) Beneficiaries Business income or (loss). Attach Schedule C or C-EZ (Form 1040) Capital gain or (loss). Attach Schedule D (Form 1041) 4 Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040) 5 Farm income or (loss). Attach Schedule F (Form 1040) 6 7 Ordinary gain or (loss). Attach Form 4797 8 Other income. List type and amount Total income. Combine lines 1, 2a, and 3 through 8 9 Interest. Check if Form 4952 is attached 10 10 11 12 13 Charitable deduction (from Schedule A, line 7) 14 Attorney, accountant, and return preparer fees 15 a Other deductions not subject to the 2% floor (attach schedule) 15a b Allowable miscellaneous itemized deductions subject to the 2% floor 15b 16 Add lines 10 through 15b 18 18 Income distribution deduction (from Schedule B, line 15), Attach Schedules K-1 (Form 1041) 18 19 Estate tax deduction including certain generation-skipping taxes (attach computation) 100. 20 20 Exemption 100. 21 Add lines 18 through 20 <100.> Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions 22 6,245. Total tax (from Schedule G, line 7) 23 Payments: a 2006 estimated tax payments and amount applied from 2005 return 24z b Estimated tax payments allocated to beneficiaries (from Form 1041-T) 24b and Payments 24c c Subtract line 24b from line 24a d Tax paid with Form 7004 (see page 20 of the instructions) 24d e Federal income tax withheld. If any is from Form(s) 1099, check 24e f Credit for federal telephone excise tax paid. Attach Form 8913 Other payments: g Form 2439 ; h Form 4136 241 25 Total payments. Add lines 24c through 24f, and 24i 25 26 Estimated tax penalty (see page 20 of the instructions) 26 Tax due. If line 25 is smaller than the total of lines 23 and 26, enter amount owed 6,245. 27 Overpayment. If line 25 is larger than the total of lines 23 and 26, enter amount overpaid 28 Amount of line 28 to be: a Credited to 2007 estimated tax Sign May the IRS discuss this etum with the preparer EIN of fiduciary if a financial institution Here X Yes Check if self-Preparer's SSN or PTIN signature 8/6 P00127193 Paid GOLDSTEIN LEWIN & CO. Firm's name (or 59 2147155 Preparer's

1900 N.W. CORPORATE BLVD.

BOCA RATON, FL 33431-8502

610801 02-05-07 For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. *

STE E-300

STMT 1

yours it self-employed).

address, and ZIP code

Use Only

(561)994-5050

Form 1041 (2006)

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Form 7004 (Rev. December 200	ے ا	application for Auto ertain Business inc	matic 6-M ome Tax,	ionth Extension of Time To File Information, and Other Return	e IS OM	B No. 1545-0233
Department of the Treat Internal Revenue Service) File:	s separate app	lication for each return.		
Type or	Name				Identifyi	ng number
Print	Mich	ael Bernstein Irrevo	cable Trus	t	20-72	94143
File by the due date for the return for which	c/o (o. 1900 NV	V Corp. Blvd. Suite 300E		
an extension is requested. See instructions.	postal c		n address, enter o	ity, province or state, and country (follow the country's p	oractice for e	ntering
Note. See ins	truction	ns before completing t	his form.			
1 Enter the fo	m code	for the return that this app	lication is for	(see below)		05
2 If the foreign	n corpor	ation does not have an offic	e or place of t	ousiness in the United States, check here		
3 If the organi	ization is	s a corporation or partnersh	ip that qualifie	s under Regulations section 1.6081-5, chec	k here. 🕨	
4a The applica	ition is fo	or calendar year 20 <u>06</u> , or to	x year beginn	ning, 20, and ending, 20		
• •		his tax year is less than 12				
Initial r		Final return	•	accounting period		
check here.	attach a	, a schedule, listing the name		nt of a group that Intends to file a consolidat d Employer Identification Number (EIN) for		
6 Tentative to	otal tax		••••••		6	0.00
7 Total paym	ents an	d credits (see instructions).	• • • • • • • • • • • • • • • • • • • •		7	0.00
Electronic	Federa	l Tax Payment System (E	FTPS), a Fed	ust deposit this amount using the eral Tax Deposit (FTD) Coupon, or exceptions)	6	0.00
Application			Form Code	Application Is For:		Form Code
THE THE SAME			.i	Form 1120-H		17
Form 708-GS(1)		02	Element 1		
All divine	. : .	Control de la constantina della constantina dell	.1	Form 1120-ND		19
Form 1041 (est	<u> </u>		04	The state of the s	1	一
g folker og i e t	at,	, , , , , , , , , , , , , , , , , , ,	- U	Form 1120-PC	· · ·	21
Form 1041-N	····		06	5		
Form 1042			08	Form 1120-REIT		23
POINT TO42			OB .	Form 1120-S	•	25
Form 1085-B			10		٠	
11.47 Feb.				Form 3520-A		27
Form 1120			. 12	100	···	W 1 1
१९५५ - व्यक्त		(11 By call) Bird Tradition Septim		Form 8613		29
Form 1120-A			14	100		
Jugar Var				Form 8804		31
Form 1120-F			15	of Control of the Con		4.3.31
47 1 10 1871				Form 8876		33

For Paperwork Reduction Act Notice, see instructions.

Form 7004 (Rev. 12-2008)

ISA STF XDXP1000 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 382 of 1000 PageID #:4822

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Form	n 1041 (2005) MICHAEL BERNSTEIN IRREVOCABLE TRUST		20	<u>-729414</u>	3 Pa	ge 2
	ichedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.					
<u>ت</u>	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	Τ	1		.]	
3	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)		2			
	and the same of th		3			
3	a contract to the state of the	··· [4			
4			5			
5	the state of the s	···	6			
6	Section 1202 exclusion allocable to capital gallis paid of permanently set aside for character purposes (see insudences)	"	7			
	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13	المنت	'	<u></u>		
	Schedule B Income Distribution Deduction	\neg	1			
1	Adjusted total income (see page 22 of the instructions)					
2	! Adjusted tax-exempt interest		2			
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)		3			
4			4			
5			5	 		
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the	l	_			
	loss as a positive number		6			
7	7 Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-		_7			
8	3 If a complex trust, enter accounting income for the tax year as	<u>,</u>		1		
	determined under the governing man arrant and applicable local arrangement	0.				
9	Income required to be distributed currently		9			
10	and the state of		10	Ļ		
11	man and the state of the state		11	ļ		
1	and the second s		12			
13		,	13			
14			14			
18	and the second s		15			
	Schedule G Tax Computation (see page 23 of the instructions)					
	1 Tax: a Tax on taxable income (see page 23 of the instructions)	0.				
	b Tax on lump-sum distributions. Attach Form 4972			•		
	c Alternative minimum tax (from Schedule I, line 56)					
	d Total. Add lines 1a through 1c		1d]		0.
	2a Foreign tax credit. Attach Form 1116					
- 1		\neg				
				ļ		
	c General business credit. Enter here and check which forms are attached:			1		
	Form 3800 Forms (specify) > 2c					
	d Credit for prior year minimum tax. Attach Form 8801 2d					
;	3 Total credits. Add lines 2a through 2d	- 1	3	 		
•	4 Subtract line 3 from line 1d. If zero or less, enter -0-		4	 		0.
į	5 Recapture taxes. Check if from: Form 4255 Form 8611		5			
	6 Household employment taxes. Attach Schedule H (Form 1040)		6			4=
_	7 Total tax. Add lines 4 through 6. Enter here and on page 1, line 23		7	<u> </u>		<u>45.</u>
	Other Information SEC. 641(C): 6,2				Yes	No
	1 Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses.				L	X
	Enter the amount of tax-exempt interest income and exempt-interest dividends 🕨 \$					
:	2 Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any					
	Individual by reason of a contract assignment or similar arrangement?	•••••			L_	X
;	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority					
	over a bank, securities, or other financial account in a foreign country?					х
	See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter			***************************************		Ī
	the name of the foreign country					
4	4 During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to,					
	a facility have 40 16 M/ac # 4th a catalog on threat many haves to SIn Form 0500. Can page 05 of the instructions					x
	a foreign dustr in Yes, the estate or trust may have to literorm 3520. See page 25 of the instructions Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes,"		• • • • • • • • • • • • • • • • • • • •		\vdash	^
•						17
	see page 25 for required attachment				<u> </u>	X
	6 If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions)					
	7 To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions					
	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and ch					
	9 Are any present or future trust beneficiaries skip persons? See page 25 of the instructions				X	
	DB-D7 JWA			Form 5	1041	(2006)

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Electing Small Business Trust Tax Calculation 2006 1041 **Employer ID Number** Name of Trust 20-7294143 MICHAEL BERNSTEIN IRREVOCABLE TRUST Income SEE STATEMENT 3 Interest Total Ordinary Dividends Less: Qualified Dividends Net Dividends SEE STATEMENT 4 Other Ordinary Income Net Short-Term Capital Gain Other Income 17,842. Total Income **Deductions** Interest Taxes Fiduciary Fees _____ Charitable Deduction Attorney, Accountant, Return Preparation Fees Other Deductions - Not Subject to 2% Limit Other Deductions - Subject to 2% Limit Tax and Credits Taxable Income Tax - 35% Net Long-Term Capital Gain and Qualified Dividends Tax 6,245. Total Regular Tax ______ Alternative Minimum Tax Total Tax ____ 6,245. Credits Recapture and Other Taxes Net Tax - to Form 1041, Schedule G, line 7 6,245.

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20-7294143 Page 3

Form 1041 (2006) MICHAEL BERNSTEIN IRREVOCABLE TRUST

Par	rt I - Estate's or Trust's Share of Alternative Minimum Taxable Income		
1			17,842.
2	Interest		
3	Taxes		
4	Miscellaneous itemized deductions (from page 1, line 15b)	4	
5	Retund of taxes	5 ()
6	Depletion (difference between regular tax and AMT)	6	
7	Net operating loss deduction. Enter as a positive amount	7	
8	Interest from specified private activity bonds exempt from the regular tax		
9	Qualified small business stock (see page 27 of the instructions)	9	
10	· · · · · · · · · · · · · · · · · · ·	10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	11	
12	0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	12	_ ·
13	and the second s		
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	14	
15	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMEN	TT 5 15	<13.
16		16	
17	A A AAPTO		
18	Long-term contracts (difference between AMT and regular tax income)	18	
19	Mining costs (difference between regular tax and AMT)	19	
20	Research and experimental costs (difference between regular tax and AMT)	20	
21	Income from certain installment sales before January 1, 1987	21 [)
22			
23		23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)	24 (
25			17,829.
26	Note: Complete Part II below before going to line 26. Income distribution deduction from Part II, line 44 Estate tax deduction (from page 1, line 19)	0.	
27	Estate tax deduction (from page 1, line 19)		
26		28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.	29	17,829.
	If line 29 is:		
	• \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative	minimum tax.	
	• Over \$22,500, but less than \$165,000, go to line 45.		
	• \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.		
Pa	rt II - Income Distribution on a Minimum Tax Basis		
30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32			
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for		
	charitable purposes (from Schedule A, line 4)	33	
34		ions) 34	
35	Capital gains computed on a minimum tax basis included on line 25)
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount		
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter		
38	Income required to be distributed currently (from Schedule B, line 9)		
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions, Add lines 38 and 39		
41		41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40		
	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter		TO THE PERSON NAMED OF THE
43	Totalite income distribution despetion on a naminality lax basis. Otherwise at from late of a 11 february late.	U 1 70 1	

519861 02-05-07

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line 43. Enter here and on line 26

Form 1041 (2006)

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	1 (2006MICHAEL BERNSTEIN IRREVOCABLE TR	UST		20-7	294143 Page 4
	- Alternative Minimum Tax			45	\$22,500
	mption amount		,	75	\$22,000
	er the amount from line 29		\$75,000		
47 Pha	se-out of exemption amount	41	\$/ 3 ₁ 000		
	tract line 47 from line 46. If zero or less, enter -0-		· 	(40)	
	tiply line 48 by 25% (.25)				
	tract line 49 from line 45. If zero or less, enter -0-				17 000
	tract line 50 from line 46		- l'ann d'Annad 45	51	17,829.
	to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividend				
	olumn (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Of	inerwise, if line 5	1 is -	1 - 24	
	175,000 or less, multiply line 51 by 26% (.26).				4 636
	ver \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result				4,636.
	rnative minimum foreign tax credit (see page 31 of the instructions)				4 626
	tative minimum tax. Subtract line 53 from line 52				4,636.
	er the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G,				6,245.
	ernative minimum tax, Subtract line 55 from line 54. If zero or less, enter -0 Ent		chedule G, line 1c	56	0.
	 Line 52 Computation Using Maximum Capital Gains 			1 7	
	ition: If you did not complete Part V of Schedule D (Form 1041), the Schedule D T	· · · · · · · · · · · · · · · · · · ·		1 1	
	he Qualified Dividends Tax Worksheet, see page 32 of the instructions before com				
	er the amount from line 51			57	
58 Ente	er the amount from Schedule D (Form 1041), line 22, or line 13 of the				
Sch	edule D Tax Worksheet, or line 4 of the Qualified Dividends Tax	[]		· 1	
Wo	rksheet, whichever applies (as refigured for the AMT, if necessary)	58			
59 Ente	er the amount from Schedule D (Form 1041), line 14b, column (2)				
(as	refigured for the AMT, if necessary). If you did not complete	l i			
Sch	edule D for the regular tax or the AMT, enter -0-	59			
60 If yo	ou did not complete a Schedule D Tax Worksheet for the regular	1 1		1 - 1	
tax	or the AMT, enter the amount from line 58. Otherwise, add lines				
58 8	and 59 and enter the smaller of that result or the amount from	1 1		1 1	
line	10 of the Schedule D Tax Worksheet (as refigured for the AMT, if				
nec	essary)	60			
61 Ente	er the smaller of line 57 or line 60			61	
	bract line 61 from line 57				
	ne 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 6			Į l	
28%	6 (.28) and subtract \$3,500 from the result	***************************************		▶ 63	
64 Max	kimum amount subject to the 5% rate	64	\$2,050		
65 Ente	er the amount from line 23 of Schedule D (Form 1041), line 14 of the	1 1))	
Sch	edule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet,				
whi	chever applies (as figured for the regular tax). If you did not complete				
Sch	edule D or either worksheet for the regular tax, enter -0-	65			
66 Sub	stract line 65 from line 64. If zero or less, enter -0-	66		7	
67 Ente	er the smaller of line 57 or line 58	67			
68 Ente	er the smaller of line 66 or line 67	68			
69 Mul	tiply line 68 by 5% (.05)			69	
	tract line 68 from line 67	i i			
71 Mul	tiply line 70 by 15% (.15)			71	
	ne 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to l	ine 72.			
	tract line 67 from line 61				
	tiply line 72 by 25% (.25)			73	
	lines 63, 69, 71, and 73		•		
	ie 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 5			··· '*	
	6 (.28%) and subtract \$3,500 from the result			75	
76 Ente	er the smaller of line 74 or line 75 here and on line 52		***************************************	76	
JWA				10	Form 1041 (2006)

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TOTAL LATE PAYMENT PENALTY

FORM 1041	LA'	TE PAYMENT II	nterest		STAT	EMENT 1
DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE INTEREST RATE CHANGE DATE FILED	04/15/07 06/30/07 10/15/07	6,245.	6,245. 6,337. 6,487.	.0700		92. 150.
TOTAL LATE PAYMENT IN	TEREST					242
FORM 1041	LA	TE PAYMENT P	ENALTY		STAT	EMENT 2
DESCRIPTION	DAT	E AMOUN'	r BALANC	E M	ONTHS	PENALTY
TAX DUE DATE FILED	04/15 10/15		245. 6,	245.	6	187.

187.

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esbt		INTEREST			STATEMEN!	3
DESCRIPTION			U.S. INTE	REST	OTHER TAX	
LIC HOLDINGS, INC.	- REGULAR INTERE	ST		0.		84.
SUBTOTALS				0.		84.
TOTAL INTEREST						84.
ESBT	OTHER	ORDINARY	INCOME		STATEMEN	r 4
DESCRIPTION					AMOU	NT
FROM - LIC HOLDINGS	, INC.				17	,758.
TOTAL TO ESBT WORKSH	HEET				17	,758.
					"	
ESBT SCHEDULE I	PASSIV	E ACTIVITY	LOSS		STATEMEN	r 5
ESBT SCHEDULE I		NET I	NCOME (LOSS	_		
ESBT SCHEDULE I	FORM	NET I	NCOME (LOSS	 JL A R	STATEMEN	ent
NAME OF ACTIVITY	FORM SCH E	NET I	NCOME (LOSS	_		ENT <13.
NAME OF ACTIVITY	FORM SCH E	NET I	NCOME (LOSS	 JL A R		ent
	FORM SCH E	NET 11	NCOME (LOSS REGU	JLAR 17,758.		ENT <13. <13.
NAME OF ACTIVITY LIC HOLDINGS, INC. TOTAL TO SCHEDULE I	FORM SCH E , LINE 15	NET II AMT 17,7	NCOME (LOSS REGU 45 WORKSHEE	TLAR 17,758.	ADJUSTM	ENT <13. <13.
NAME OF ACTIVITY LIC HOLDINGS, INC. TOTAL TO SCHEDULE I	FORM SCH E LINE 15 OTHER PASSIVE CURRENT Y	NET II AMT 17,7	NCOME (LOSS REGU 45 WORKSHEE	TLAR 17,758.	ADJUSTM STATEMEN	<13. <13. r 6 LOSS
NAME OF ACTIVITY LIC HOLDINGS, INC. TOTAL TO SCHEDULE I,	FORM SCH E LINE 15 OTHER PASSIVE CURRENT Y	NET II AMT 17,7	NCOME (LOSS REGU 45. - WORKSHEE PRIOR YEAR UNALLOWED	JLAR 17,758. T 3 OVERAL GAIL	ADJUSTM STATEMENT LL GAIN OR	<13. <13. r 6 LOSS

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MICHAEL BERNSTEIN TRREVOCABLE TRUST Filed: 03/12/2018 Pages: 010/25/4143

ESBT FORM 8582	St	JMMARY OF	PASSIVE AC	TIVITIES	STAT	EMENT'
R R E A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS,	SCH E	17,758.	0.	17,758.	0.	0
TOTALS		17,758.	0.	17,758.	0.	0
PRIOR YEAR CARRYOV	ERS ALLOW	ED DUE TO	CURRENT YE	AR NET ACTI	VITY INCOME	·
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ARBITRAGE INTERNATIONAL MANAGEMENT LLC
980 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

PAY TO THE ORDER OF MICHAEL BUILDEAN
SPORT HERE AND 84/00 DOLLARS

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TRUST AGREEMENT FOR THE DANIEL BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

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TRUST AGREEMENT

FOR THE

DANIEL BERNSTEIN IRREVOCABLE TRUST

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

ARTICLE 1 BENEFICIARY

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

ARTICLE 2 TRANSFERS TO TRUST

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

ARTICLE 3 IRREVOCABLE PROVISION

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

ARTICLE 4 Administration of Trust

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

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

- 4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.
- 4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5 PROVISIONS GOVERNING TRUSTEES

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

- 5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.
- 5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.
- 5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.
- 5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

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

- 5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.
- 5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.
- 5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.
- 5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

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

ARTICLE 6 PROTECTION OF INTERESTS

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

ARTICLE 7 FIDUCIARY POWERS

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

- 7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.
- 7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.
- 7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.
- 7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment

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

- 7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.
- 7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.
- 7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.
- 7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.
- 7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform

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

- 7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.
- 7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.
- 7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.
- 7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.
- 7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.
- 7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all

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

- 7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiarics of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.
- 7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.
- 7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.
- 7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.
- 7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

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

- **7.22** Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.
- **7.23** Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.
- 7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.
- 7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.
- **7.26 Depreciation.** To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.
- 7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.
- 7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

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

- 7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:
 - To retain and operate the property for as long as it deems advisable;
 - To control, direct, and manage the property, determining the manner and
 extent of its active participation in these operations, and to delegate all or
 any part of its supervisory power to other persons that it selects;
 - To hire and discharge employees, fix their compensation, and define their duties;
 - To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
 - Except as otherwise provided with respect to mandatory income
 distributions, to retain any amount of the net earnings for working capital
 and other purposes that it deems advisable in conformity with sound and
 efficient management; and
 - To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8 SUBCHAPTER S STOCK

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

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

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

- (a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.
- (b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.
- (c) Principal Invasions. If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).
- (d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.
- (e) Termination of QSST Status. If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

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ARTICLE 9 PERPETUITIES PROVISION

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

ARTICLE 10 Administration and Construction

- 10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.
- (a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.
- (b) Trustee's Decision. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.
- (c) Standard of Living. Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.
- 10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.
- (a) Pecuniary Gifts. All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.
- (b) Adjustments. The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee,

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

- 10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.
- 10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.
- (a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.
- (b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.
- (c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.
- 10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11 Miscellaneous Provisions

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

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(a) Trustees.

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DANIEL BERNSTEIN IRREVOCABLE TRUST	

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

(2) Corporate Trustee means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

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

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DANIEL BERNSTEIN IRREVOCABLE TRUST

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

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

(c) Other Terms.

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

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DANIEL BERNSTEIN	IRREVOCABLE TRUS

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

- 11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.
 - (a) A general power of appointment granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
 - (b) A special power of appointment is any power that is not a general power.
 - (c) A testamentary power of appointment (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
 - (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.
- 11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

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

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DANIEL BERMSTON	INDUMARIN TRICO

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

- (b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.
- 11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.
- 11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.
- 11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.
- 11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

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Schedule A Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.



445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

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

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

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

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein 950 Peninsula Corp. Circle, Ste 3010 Boca Raton, FL 33487-1387

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

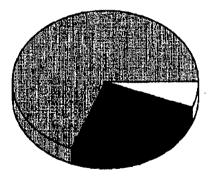
Market Value Reconciliat	lon	
	This Period	1/1/08 to 3/31/08
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,727.72	-\$6,727.72
Income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.75	\$12,098.75
Ending Market Value	\$125,862.88	\$125,862.88
Realized Gains/Losses (Included in Total Above)	-\$52.67	-\$52.67

Account Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

aset Alloca	tion Su	mmary	
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Asset Class	Balance
	69%	Equity	\$90,739.38
1,000	25%	Fixed Income	\$32,811.35
	6%	Cash & Equivalents	\$8,490.33
	100%	Total Assets Value	\$132,041.06
		Total Liabilities Value	-\$6,178.18
		Total Portfolio Value	\$125,862.88



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

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Asset Detail

Statement of Value and Activity

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Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents Money Market Funds SEI Daily Income TR Treas #38 CL A CUSIP: 783985726	2,312.15	\$1.00	\$2,312.15	\$2,312.15	\$0.00	\$27.28
-			\$2,312.15	\$2,312.15	\$0.00	\$27.28
Cash Principal Cash			\$6,178.18			
-			\$6,178.18	\$0.00	\$0.00	\$0.00
Tolgi Cash & Equivalents			58,490.93	\$2,312.15	\$0.00	\$27.28
Equity Equity Small Cap Value Mutual Funds Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	\$26.32	\$5,407.92	\$5,486,00	-\$78.08	\$0.00
. —	·		\$5,407.92	\$5,486.00	-\$78.08	\$0.00
Other Domestic Equity Hussman Strategic Growth Fund CUSIP: 448108100	526.82	\$15.59	\$8,213.19	\$8,229.00	-\$15.81	\$48.47
iShares S&P Gsti Semiconductor Index	x 54.00	\$49.56	\$2,876.24	\$2,845.25	-\$169.01	\$16.20
CUSIP: 464287523 Market Vectors Agribusiness CUSIP: 57060U605	47.00	\$ 53.61	\$2,519.67	\$2,787 .10	-\$267.43	\$0.00

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	\$20.49	\$5,245.44	\$5,581.08	-\$335.62	\$0.00
			\$18,654.54	\$19,442.41	-\$787.87	\$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$6,857.00	-\$48.27	\$374. 05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
			\$16,439.33	\$16,669.66	-\$230.33	\$703.89
Equity International Emerging Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4,206.65	-\$195.72	\$37.58
			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
Equity International Diverse	•	•				
American Capital World G&I-F CUSIP: 140543406	161.98	\$40.91	\$6 ,622.31	\$6,888.94	-\$266.63	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464266400	65.00	\$77.03	\$5,006.95	\$5,620.07	-\$613.12	\$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	\$17.95	\$2,656.60	\$2,809.04	-\$152.44	\$56.09
iShares MSCi Singapore CUSIP: 464286673	213;00	\$12.77	\$2,720.01	\$2,728.34	-\$8.33	\$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U508	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	\$16.66	\$6,125.35	\$6,857.00	-\$731.65	\$69.86
-			\$39,770.59	\$42,803.87	-\$3,033.28	\$658.11
Equity Mid Cap Value						
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	\$12.56	\$6,456.07	\$6,857.00	-\$400.93	\$131.07
_			\$6,456.07	\$6,857.00	-\$400.93	\$131.07
Total Equity			\$90,739,58	\$95,488.50	-\$4,728.2 1	\$1,596.92
Fixed Income Fixed Income Mutual Funds		•				
Oppenheimer International Bond	1,653.10	\$6,76	\$11,174.98	\$10,976.64	\$198.34	\$732.33
Fund CUSIP: 68380T103		•				
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. income
Pioneer Global High Yield Fund CUSIP: 72389G108	612.94	\$11.06	\$6,779.07	\$6,858.75	-\$79.68	\$619.68
Total Fixed Income			\$32,811.95	\$35,007.58	-\$196.23	\$2,297.09
Total All Assets		:	\$132,041.06	\$130,785.32	-\$4,922.44	\$3,919.69
Liabilities Income Cash			-\$6,178.18			
Total Liabilities			-\$8,178,18	\$6,00	\$0:00	\$0.00
Total All Liabilities			-\$6,178.18	\$0.00	\$0.00	\$0.00
Portfolio Grand Total			\$125,862.88	\$130,785.32	-\$4,922.44	\$3,919.69



Transaction Summary

Statement of Value and Activity

Transaction Summary	e angles (1881-1988) i see a see a see and the see	
Transaction Gategory	Princip ei Ce sh	income Cash
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts		40.00
Dividend Income	\$0.00	\$491.85
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$120,000.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$120,000.00	\$491.85
Disbursements		
Distributions	\$0.00	\$0.00
Fees	-\$57.69	-\$57.69
Expenses	\$0.00	-\$362.34
Taxes	\$0.00	-\$6,250.00
Total Disbursements	-\$57.69	-\$6,670.03
Purchases	-\$388,793.14	\$0.00
Sales/Maturities	\$275,029.01	\$0.00
Asset Transfers	,	
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0,00
Other	\$0.00	\$0.00
Ending Cash Balance on 3/31/08	\$6,178.18	
	ANITATIA	-\$ 6,178.18

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Transaction Detail

Statement of Value and Activity

1/1/08 Beginning Balance \$0.00 \$0.00	Realized G/	Income Cash	Principal Cash	Transaction Description	Date
1/2/08 Cash Receipt of Dividend Earned on Sel Daily Income Prime Obl #34		\$0.00	\$0.00	Beginning Balance	/1/08
1/2/08 Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07 Dividend from 12/1/08 to 12/31/07 Dividend from 1/1/08 to 1/31/08 Dividend from 2/1/08 to 2/29/08 Dividend from 2/1				Receipts	
SEI Daily Income Prime Obl #34				Dividend income	
Dividend from 12/1/07 to 12/31/07	\$0.0	\$13.6 1	\$0.00	Cash Receipt of Dividend Earned on	/2/08
2/1/08 Cash Receipt of Dividend Earned on Sel Daily Income Prime Obl #34				SEI Daily Income Prime Obl #34	
SEI Daily Income Prime Obl #34				Dividend from 12/1/07 to 12/31/07	
Dividend from 1/1/08 to 1/31/08 3/3/08 Cash Receipt of Dividend Earned on \$0.00 \$211.92 SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08 3/3/08 Cash Receipt of Dividend Earned on \$0.00 \$77.28 SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08 3/3/08 Cash Receipt of Dividend Earned on \$0.00 \$4.64 Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08 3/3/08 Cash Receipt of Dividend Earned on \$0.00 \$1.75 Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08 3/24/08 Cash Receipt of Dividend Earned on \$0.00 \$31.94 American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08 3/26/08 Cash Receipt of Dividend Earned on \$0.00 \$86.19 Loomis Sayles Bond Fund-Ret	\$0.0	\$64.52	\$0.00	Cash Receipt of Dividend Earned on	/1/08
\(\frac{1}{3}\) \(\frac{1}\) \(\frac{1}{3}\) \(\frac{1}{3}\) \(\frac{1}{3}\) \(•		SEI Daily Income Prime Obl #34	
SEI Daily Income Prime Obl #34				Dividend from 1/1/08 to 1/31/08	
Dividend from 2/1/08 to 2/29/08 3/3/08 Cash Receipt of Dividend Earned on \$0.00 \$77.28 SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08 3/3/08 Cash Receipt of Dividend Earned on \$0.00 \$4.64 Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08 3/3/08 Cash Receipt of Dividend Earned on \$0.00 \$1.75 Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08 3/24/08 Cash Receipt of Dividend Earned on \$0.00 \$31.94 American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08 3/26/08 Cash Receipt of Dividend Earned on \$0.00 \$86.19 Loomis Sayles Bond Fund-Ret	\$0.0	\$211.92	\$0.00	Cash Receipt of Dividend Earned on	/3/08
V3/08 Cash Receipt of Dividend Earned on \$0.00 \$77.28 SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08 Cash Receipt of Dividend Earned on \$0.00 \$4.64 Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08 Cash Receipt of Dividend Earned on \$0.00 \$1.75 Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08 Cash Receipt of Dividend Earned on \$0.00 \$31.94 American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08 Cash Receipt of Dividend Earned on \$0.00 \$86.19 Loomis Sayles Bond Fund-Ret				SEI Daily Income Prime Obl #34	
SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08 /3/08 Cash Receipt of Dividend Earned on \$0.00 \$4.64 Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08 /3/08 Cash Receipt of Dividend Earned on \$0.00 \$1.75 Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08 /24/08 Cash Receipt of Dividend Earned on \$0.00 \$31.94 American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08 /26/08 Cash Receipt of Dividend Earned on \$0.00 \$86.19 Loomis Sayles Bond Fund-Ret				- · · · · · · · · · · · · · · · · · · ·	
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V3/08 Cash Receipt of Dividend Earned on \$0.00 \$4.64 Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08 V3/08 Cash Receipt of Dividend Earned on \$0.00 \$1.75 Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08 V24/08 Cash Receipt of Dividend Earned on \$0.00 \$31.94 American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08 V26/08 Cash Receipt of Dividend Earned on \$0.00 \$86.19 Loomis Sayles Bond Fund-Ret			•		
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W3/08 Cash Receipt of Dividend Earned on \$0.00 \$1.75 Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08 W24/08 Cash Receipt of Dividend Earned on \$0.00 \$31.94 American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08 W26/08 Cash Receipt of Dividend Earned on \$0.00 \$86.19 Loomis Sayles Bond Fund-Ret					
Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08 3/24/08 Cash Receipt of Dividend Earned on \$0.00 \$31.94 American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08 3/26/08 Cash Receipt of Dividend Earned on \$0.00 \$86.19 Loomis Sayles Bond Fund-Ret	•				
Dividend from 2/1/08 to 2/29/08 W24/08 Cash Receipt of Dividend Earned on \$0.00 \$31.94 American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08 W26/08 Cash Receipt of Dividend Earned on \$0.00 \$86.19 Loomis Sayles Bond Fund-Ret	\$0.0	\$1.75	\$0.00		/3/08
W24/08 Cash Receipt of Dividend Earned on \$0.00 \$31.94 American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08 W26/08 Cash Receipt of Dividend Earned on \$0.00 \$86.19 Loomis Sayles Bond Fund-Ret					
American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08 9/26/08 Cash Receipt of Dividend Earned on \$0.00 \$86.19 Loomis Sayles Bond Fund-Ret		***	**		
\$0.1983/Unit on 161.076 Units Due 3/24/08 V26/08 Cash Receipt of Dividend Earned on \$0.00 \$86.19 Loomis Sayles Bond Fund-Ret	\$0.0	\$31.94	\$0.00		/24/08
/26/08 Cash Receipt of Dividend Earned on \$0.00 \$86.19 Loomis Sayles Bond Fund-Ret					
Loomis Sayles Bond Fund-Ret	** **	000.40	44.00	· - · · · · · · · · · · · · · · · ·	(00)00
	\$0.0	\$86.19	\$0.00		/26/08
\$0.0821/Unit on 1,049.826 Units Due 3/25/08				\$0.052 I/Onii on 1,049.525 Oniis Due 3/25/08	
\$0.00 \$491.85		\$401.85	\$0.00		

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
2/5/08	Additions Cash Receipt Addition to Account Lic Holdings, Inc Check #1163 DTD 12/31/07	\$120,000.00	\$0.00	\$0.00
	-	\$120,000.00	\$0.00	
Total Re	celpts	\$120,000.00	\$491.85	
	Disbursements Fees		•••	**
3/25/08	Fee Collected Based on A Market Value of \$124,781.17	-\$57.69	\$0.00	\$0.00
3/25/08		\$0.00	-\$57.69	.\$0.00
•		-\$57.69	-\$57.69	
3/14/08	Expenses Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Daniel Berstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	\$0.00	-\$362 .34	\$0.00
		\$0.00	-\$362.34	

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Taxes Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Daniel Berstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250.00	\$0.00
	-			
		\$0.00	-\$6,250.00	
Total Dis	sbursements	-\$57.69	-\$6,670.03	
1/2/08	Purchases Purchases Purchased 13.61 Units of SEI Daity Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income	-\$13.61	\$0.00	\$0. 00
2/1/08	Reinvestment of Income Received 12/31/07 Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08	-\$64.52	\$0.00	\$0.00
2/5/08	Reinvestment of Income Received 1/31/08 Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-\$120,000.00	\$0 .00	\$0,00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 Ct. A Trade Date 2/20/08	-\$137,151.99	\$0.00	\$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value Trade Date 2/27/08 514.018 Units At \$13.34	-\$6,857.00	\$0.00	\$0.00



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principei Cash	Income Cesh	Realized G/L
2/28/08	Purchased 161.076 Units of	-\$6,857.00	\$0.00	\$0.00
	American Capital World G&I-F			
	Trade Date 2/27/08			
	161.076 Units At \$42.57	•	<u>.</u> .	
2/28/08	Purchased 526.824 Units of	-\$8,229.00	\$0.00	\$0.00
	Hussman Strategic Growth Fund			
	Trade Date 2/27/08			
	526.824 Units At \$15.62			
2/28/08	Purchased 344.746 Units of	-\$6,857.00	\$0 .00	\$0.00
	ING Global Real Estate Fd-A			
	Trade Date 2/27/08			
	344.746 Units At \$19.89			
2/28/08	Purchased 205.468 Units of	-\$5,486.00	\$0 .00	\$0.00
	Keeley Small Cap Val Fd-A			
	Trade Date 2/27/08			
	205.468 Units At \$26.70			
2/28/08	Purchased 392.137 Units of	-\$10,972.00	\$0.00	\$0.00
	Kinetics Paradigm Fund-No LD			ŕ
	Trade Date 2/27/08			
	392,137 Units At \$27.98			
2/28/08	Purchased 367.668 Units of	-\$6,857.00	\$0.00	\$0.00
	T Rowe Price New Asia	, .,	*****	40 .23
	Trade Date 2/27/08			
	367.668 Units At \$18.65			
2/28/08	Purchased 1,049.826 Units of	-\$15,086,00	\$0.00	\$0.00
D L G V V	Loomis Sayles Bond Fund-Ret	4 10 100 100	74.44	
	Trade Date 2/27/08			
	1,049.826 Units At \$14.37			
2/28/08	Purchased 1,652.41 Units of	-\$10,972.00	\$0.00	\$0.00
22000	Oppenheimer Intl Bond Fd-A	ψ. 0,072.00	44.00	Ψ0.00
	Trade Date 2/27/08			·
	1.652.41 Units At \$6.64			

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A	-\$6,857.00	\$0.00	\$0.00
	Trade Date 2/27/08			
0 (00) (00)	612.779 Units At \$11.19	#0.000.04	\$0.00	20.00
2/29/08	Purchased 148 Units of	-\$2,809.04	\$0.00	\$0.00
	iShares MSCI Hong Kong Trade Date 2/26/08			
	148 Units At \$18.98			
n (no (no	Purchased 47 Units of	-\$2,787.10	\$0.00	\$0.00
2/29/08	Market Vectors Agribusiness	-\$2,787.10	\$0.00	\$0.00
	Trade Date 2/26/08			
	47 Units At \$59.30			
2/29/08	Purchased 56 Units of	-\$1,426.66	\$0.00	\$0.00
2/28/00	iShares MSCI Switzerland Index	- 0 1,420.00	\$0.00	Ψ0.00
	Trade Date 2/26/08			
	56 Units At \$25.476			
2/29/08	Purchased 55 Units of	-\$2,800.02	\$0.00	\$0.00
2723700	Market Vectors Russia ETF	40,500.02	40.00	40.00
	Trade Date 2/26/08			
	55 Units At \$50.9094			
2/29/08	Purchased 54 Units of	-\$2,845.25	\$0.00	\$0.00
2,20,00	iShares S&P Gsti Semiconductor Index	4 -,- 13	******	•
	Trade Date 2/26/08			
	54 Units At \$52.6899			
2/29/08	Purchased 123 Units of	-\$2,810.32	\$0.00	\$0.00
	iShares MSCI United Kingdom	#= = · · · · •	¥ ****	
	Trade Date 2/26/08			
	123 Units At \$22.8481			
2/29/08	Purchased 213 Units of	-\$2,728.34	\$0.00	\$0.00
	iShares MSCI Singapore	***		
	Trade Date 2/26/08			
	213 Units At \$12.8091			



Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth	-\$5,581.06	\$0.00	\$0.00
	Trade Date 2/26/08			
	256 Units At \$21.801			
2/29/08	Purchased 65 Units of	-\$5,620.07	\$0.00	\$0.00
D 20/00	Shares MSCI Brazil Index Fund	*********	V 0.00	\$ 0.00
	Trade Date 2/26/08	•		
	65 Units At \$86.4626		•	
2/29/08	Purchased 140 Units of	-\$9,812.66	\$0.00	\$0.00
	Vanguard European ETF		*****	45.00
	Trade Date 2/26/08			
	140 Units At \$70.0904			
2/29/08	Purchased 77 Units of	-\$4,206.65	\$0.00	\$0.00
	Wisdomtree Emg Mtks H/Y Equity		• •	7-1
	Trade Date 2/26/08			
	77 Units At \$54.6318			
3/3/08	Purchased 77.28 Units of	-\$77.28	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			ŕ
	Trade Date 2/29/08			
	Reinvestment of Income Received 2/29/08			
3/3/08	Purchased 0.694 Units	-\$4.64	\$0.00	\$0.00
	Oppenheimer Intl Bond Fd-A @ \$6.69			
	through Reinvestment of Cash Dividend Due 3/3/08		•	
3/3/08	Purchased 0.157 Units	-\$ 1. 7 5	\$0.00	\$0.00
	Pioneer Global High Yield-A @ \$11.16			
	through Reinvestment of Cash Dividend Due 3/3/08			
3/6/08	Purchased 211.92 Units of	-\$211.92	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/6/08			

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Transaction Detail (continued)

Statement of Value and Activity

Transaction Description	Principal Cash	Income Cash	Realized G/L
Purchased 27 Units of	-\$1,318.14	\$0.00	\$0.00
Market Vectors Russia ETF			
Trade Date 3/14/08			
Paid \$1.08 Brokerage			
27 Units At \$48.779983			
Purchased 1,373.99 Units of	-\$1,373.99	\$0.00	\$0.00
SEI Daily Income TR Treas #38 CL A	• •		
Trade Date 3/20/08			
Purchased 0.799 Units	-\$31.94	\$0.00	\$0.00
American Capital World G&I-F @ \$39.96			
through Reinvestment of Cash Dividend Due 3/24/08			
Purchased 6.13 Units	-\$86.19	\$0.00	\$0.00
Loomis Sayles Bond Fund-Ret @ \$14.06			
through Reinvestment of Cash Dividend Due 3/25/08			
rchases	-\$388,793.14	\$0.00	
Colon/Maturities			
Sales/Maturities			
Sales/Maturities	\$107.1E1.00	\$0.00	\$0.00
Sales/Maturities Sold 137,151.99 Units of	\$137,151.99	\$0.00	\$0.00
Sales/Maturities Sold 137,151.99 Units of SEi Daily Income Prime Obl #34	\$137,151.99	\$0.00	\$0.00
Sales/Maturities Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	, , , ,	¥	• • • • • • • • • • • • • • • • • • • •
Sales/Maturities Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08 Sold 85,030 Units of	\$137,151.99 \$85,030.00	\$0.00 \$0.00	\$0.00 \$0.00
Salea/Maturities Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08 Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A	, , , ,	¥	• • • • • • • • • • • • • • • • • • • •
Sales/Maturities Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08 Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	\$85,030.00	\$0.00	\$0.00
Sales/Maturities Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08 Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08 Sold 43,427.17 Units of	, , , ,	¥	• • • • • • • • • • • • • • • • • • • •
Sales/Maturities Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08 Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08 Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A	\$85,030.00	\$0.00	\$0.00
Sales/Maturities Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08 Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08 Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	\$85,030.00 \$43,427.17	\$0.00 \$0.00	\$0.00 \$0.00
Sales/Maturities Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08 Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08 Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A	\$85,030.00	\$0.00	\$0.00
	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid \$1.08 Brokerage 27 Units At \$48.779983 Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08 Purchased 0.799 Units American Capital World G&I-F @ \$39.96 through Reinvestment of Cash Dividend Due 3/24/08 Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ \$14.06 through Reinvestment of Cash Dividend Due 3/25/08	Purchased 27 Units of -\$1,318.14 Market Vectors Russia ETF Trade Date 3/14/08 Paid \$1.08 Brokerage 27 Units At \$48.779983 Purchased 1,373.99 Units of -\$1,373.99 SEI Daity Income TR Treas #38 CL A Trade Date 3/20/08 Purchased 0.799 Units -\$31.94 American Capital World G&I-F @ \$39.96 through Reinvestment of Cash Dividend Due 3/24/08 Purchased 6.13 Units -\$86.19 Loomis Sayles Bond Fund-Ret @ \$14.06 through Reinvestment of Cash Dividend Due 3/25/08 rchases -\$388,793.14	Purchased 27 Units of

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A	\$6,250.00	\$0.00	\$0.00
	Trade Date 3/17/08			
3/19/08	Sold 1,318.14 Units of	\$1,318.14	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A	, ,, = . = .	7	•
	Trade Date 3/19/08			
3/20/08	Sold 56 Units of	\$1,373.99	\$0.00	-\$52.67
	iShares MSCI Switzerland Index			
	Trade Date 3/17/08			
	Paid \$2.24 Brokerage			
	Paid \$0.02 SEC Fee	•		
	St Capital Loss of \$52.67- on Federal Cost			
	Federal Tax Cost \$1,426.66			
0/05/00	56 Units At \$24.575952 Sold 115.38 Units of	\$115.38	\$0.00	00.00
3/25/08	SEI Daily Income TR Treas #38 CL A	φ115.36	30.00	\$0.00
	Trade Date 3/25/08			
Total Sa	les/Maturities	\$275,029.01	\$0.00	
3/31/08	Ending Balance	\$6,178.18	-\$6,178.18	

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Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

725776-0800127

Daniel Bernstein Irrevocable Tr.-Sas - Account # STBR10045

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STANFORD TRUST COMPANY

445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

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

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

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

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Please visit our website @ www.stanfordtrustco.com

Daniel Bernstein c/o Simon Bernstein 15807 Menton Bay Ct. Delray Beach, FL 33446

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

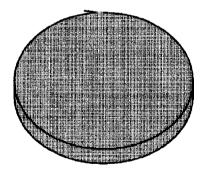
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	This Period	1/1/07 to 12/31/07
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

Asset Allocation Summary

	Asset Class	Balance
100%	Cash & Equivalents	\$17,073.86
 100%	Total Assets Value	\$17,073.86



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

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Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents Money Market Funds SEI Dally Income Prime Obl #34 CUSIP: 783965403	17,073.86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total All Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

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Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts Dividend Income Other Income Interest Income Additions Capital Gain Distributions	\$0.00 \$0.00 \$0.00 \$17,073.86 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements Distributions Fees Expenses Taxes Total Disbursements	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00
Purchases Sales/Maturities Asset Transfers Free Receipts Free Deliveries	-\$17,073.86 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00
Total Asset Transfers		
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	Beginning Balance	\$0.00	\$0.00	
12/26/07	Receipts Additions Cash Receipt Deposits Arbitrage International Ck#2779 DTD 10/3/07	\$17,073.86	\$0.00	\$0.00
Total Rec	ceipts	\$17,073.86	\$0.00	
12/26/07	Purchases Purchases Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0.00	\$0.00
Total Pur	chases	-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

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Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

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Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 433 of 1000 PageID #:4873 U.S. Income Tax Return for Estates and Trusts Case: 17-3595 OMB No. 1545-0092 2006 and ending For calendar year 2006 or fiscal year beginning Employer identification number Type of entity: 20 7354918 Decedent's estate D Date entity created DANIEL BERNSTEIN IRREVOCABLE Simple trust 09/01/2006 X Complex trust Qualified disability trust E Nonexempt charitable and splitinterest trusts, check applicable X ESBT (S portion only) STANFORD TRUST COMPANY, TRUSTEE Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.) boxes (see pg 13 of the instr.); Grantor type trust 445 NORTH BOULEVARD, 8TH FLOOR EAST Described in section 4947(a)(1) Bankruptcy estate-Ch. 7 City or town, state, and ZIP cod Bankruptcy estate-Ch. 11 BATON ROUGE, LA 70802 Pooled income fund Described in section 4947(a)(2) F applicable X Initial return Amended return Change in trust's name 8 No. of Sch K-1 Final return Change in fiduciary's address Change in fiduciary's name attached > Sold Date: G Pooled mortgage account (see page 14 of the instructions); 1 28 2 a Total ordinary dividends b Qualified dividends allocable to; (1) Beneficiaries __ __ (2) Estate or trust Business income or (loss). Attach Schedule C or C-EZ (Form 1040) Capital gain or (loss). Attach Schedule D (Form 1041) 4 5 Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040) 6 Farm income or (loss). Attach Schedule F (Form 1040) Ordinary gain or (loss). Attach Form 4797 8 Other income. List type and amount 9 Total income. Combine lines 1, 2a, and 3 through 8 10 10 Interest, Check if Form 4952 is attached 11 11 12 12 Charitable deduction (from Schedule A, line 7) 13 13 14 Attorney, accountant, and return preparer fees 15 a Other deductions not subject to the 2% floor (attach schedule) 15a b Allowable miscellaneous itemized deductions subject to the 2% floor 15b Add lines 10 through 15b 16 Adjusted total income or (loss). Subtract line 16 from line 9 17 Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041) 18 19 Estate tax deduction including certain generation-skipping taxes (attach computation) 19 100. 20 20 100. 21 Add fines 18 through 20 <100.> Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions 22 Total tax (from Schedule G, line 7) 23 6,245. Payments: a 2006 estimated tax payments and amount applied from 2005 return 24a b Estimated tax payments allocated to beneficiaries (from Form 1041-T) 24b and Payments c Subtract line 24b from line 24a 24c d Tax paid with Form 7004 (see page 20 of the instructions) e Federal income tax withheld. If any is from Form(s) 1099, check 24e f Credit for federal telephone excise tax paid. Attach Form 8913 Other payments: g Form 2439 ; h Form 4136 **24i** 25 Total payments. Add lines 24c through 24f, and 24i 25 Estimated tax penalty (see page 20 of the instructions) 26 6,245. Tax due. If line 25 is smaller than the total of lines 23 and 26, enter amount owed 27 Overpayment. If line 25 is larger than the total of lines 23 and 26, enter amount overpaid 28 Amount of line 28 to be: a Credited to 2007 estimated tax Sign Here EIN of fiduciary if X Yes Preparer's SSN or PTIN emplayed P00127193 Paid LEWIN & CO. 59 2147155 Preparer's 1900 N.W. CORPORATE BLVD. STE E-300 Use Only Phone na. (561)994-5050 BOCA RATON, FL 33431-8502 810801 02-05-07 For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions.**

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STMT

Form 1041 (2006)

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	Application for Automatic 6-Month Extension of Time To File Certain Business Income Tax, Information, and Other Returns					OMB No. 1545-0233	
	ertment of the Trees. net Revenue Service		> File	a separate ap	plication for each return.		
	pe or	Na	me			Identifying number	
Print		D	aniel Bernstein Irrev T	rust		20-	7354918
File by the due date for the return for which an extension is			mber, street, and room or suite no. (If I a Galdstein Lewin & C		ructions.) W Corp. Blvd. Suite 300E		
req	uested. See nuctions.	pos	y, town, state, and ZIP code (# a foreig stal code)). OCA Raton, FL 33431	n address, enter (city, province or state, and country (follow the country's p	ractice f	or entering
No	te. See Inst	ruc	tions before completing t	his form.			
1	Enter the for	m c	ode for the return that this app	olication is for	(see below)		05
2	If the foreign	COI	poration does not have an offi	ce or place of	business in the United States, check here		.• 🗆
3	If the organiz	catic	on is a corporation or partners	nip that qualific	es under Regulations section 1.6081-5, chec	k here	
4a	The applicati	ion	is for calendar year 20 <u>06</u> , or t	ax year begini	ning, 20, and ending, 20		
	Short tax ye		# this tax year is less than 12		k the reason: n accounting period	etum 1	to be filed
5	check here	ttac	• In a schedule, listing the name	•	nt of a group that intends to file a consolidated d Employer identification Number (EIN) for a		
6	•			•••••••	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	6	0.00
7	Total payme	nts	and credits (see instructions).	**************		7	0.00
8	Electronic F	ed	erai Tax Payment System (E	FTPS), a Fed	nust deposit this amount using the leral Tax Deposit (FTD) Coupon, or exceptions)	8	a.o o
	plication For:			Form Code	Application Is For:		Form Cade
١.					Form 1120-H	-	17
For	m 706-GS(T)			02			中 流
1		ė,	Section for the		Form 1120-ND		19
Fo	m 1041 (estal	le)		04	the second of the second of the second		
	40.44 Al				Form 1120-PC		21
	m 1041-N			96	Form 4400 PEIT		23
	m 1042			98	Form 1120-REIT		
	1110-12			el e	Form 1120-S	:	25
_	m 1065-B			10			
1	Se Special		· · · · · · · · · · · · · · · · · · ·	1	Form 3520-A		27
For	m 1120			12	Phart test		, #- , T. (1)
	√ . √. H-1,	-	रीक्षेत्रहास होता हो । एक व्याप्त कर । इसमान		Form 8613		29
	m 1120-A			14		· · · · · · · · · · · · · · · · · · ·	
	9 2 Z Z			3 -	Form 8804		31
	m 1120-F			15			
Form 8876 3						33	

For Paperwork Reduction Act Notice, see Instructions.

Form 7004 (Rev. 12-2006)

ISA STF XDXP1000 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 435 of 1000 PageID #:4875

Form	1041 (2006) DANIEL BERNSTEIN IRREVOCABLE TRUST		20	735491	<mark>8</mark> Р	age 2
	chedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.					
1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)					
	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)		2			
3	act line 2 from line 1					
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes		4			
5	Add lines 3 and 4		. 5			
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)					
7			7	•		
	chedule B Income Distribution Deduction					
	Adjusted total income (see page 22 of the instructions)		1			
	Adjusted tax-exempt interest		2			
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)		3			
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)		4			
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)		5			
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the					
	loss as a positive number		6			
7	Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-		7			
8	If a complex trust, enter accounting income for the tax year as		ŗ			
	determined under the governing instrument and applicable local law	0.				
9	Income required to be distributed currently		9_			
10	Other amounts paid, credited, or otherwise required to be distributed		10			
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions					
12	Enter the amount of tax-exempt income included on line 11		12			
13	Tentative income distribution deduction. Subtract line 12 from line 11		13			
14	***************************************		14			
	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18		15	<u></u>		
	chedule G Tax Computation (see page 23 of the instructions)		r	ı -		
1	Tax: a Tax on taxable income (see page 23 of the instructions)	0.				
	b Tax on lump-sum distributions. Attach Form 4972 1b	-				
	c Alternative minimum tax (from Schedule I, line 56)					^
	d Total, Add lines 1a through 1c		14			0.
	Foreign tax credit. Attach Form 1116 2a					
	Other nonbusiness credits (attach schedule)					
(General business credit. Enter here and check which forms are attached:					
	Form 3800 Forms (specify) > 2c					
	Credit for prior year minimum tax. Attach Form 8801		١,			
3	Total credits. Add lines 2a through 2d			 		0.
4	Subtract line 3 from line 1d. If zero or less, enter -0- Recapture taxes. Check if from: Form 4255 Form 8611		4	İ		<u> </u>
5 e			5			
6	Household employment taxes. Attach Schedule H (Form 1040) Total tax. Add lines 4 through 6. Enter here and on page 1, line 23		7		6	245.
		, 245		<u> </u>	Yes	No No
-	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses.				168	X
1	Enter the amount of tax-exempt interest income and exempt-interest dividends \$\Blacktriangle \begin{align*} \text{S} & \					+^-
9	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any				1	1
2	individual by reason of a contract assignment or similar arrangement?					x
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority	•••••	• • • • • • • • •		-	↑
J						x
over a bank, securities, or other financial account in a foreign country?						 ^
See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter						
4	the name of the foreign country During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to,					1
7	a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions				}	x
5					—	
J	see page 25 for required attachment					х
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions)	• • • • • • • • • • • • • • • • • • • •		▶		 ^^
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions					
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, an					
	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions			-	x	
6108	D2 nara					(2006)

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Case: 17-3595

Document: 12-9

Filed: 03/12/2018

Pages: 1025

1041 **Electing Small Business Trust Tax Calculation** Name of Trust **Employer ID Number** DANIEL BERNSTEIN IRREVOCABLE TRUST 20-7354918 Income Interest SEE STATEMENT 3 84. Total Ordinary Dividends Less: Qualified Dividends Other Ordinary Income SEE STATEMENT 4 Net Short-Term Capital Gain Ordinary Gains ______ Other Income 17.842. Total Income **Deductions** Interest Taxes Charitable Deduction ______ Attorney, Accountant, Return Preparation Fees Other Deductions - Not Subject to 2% Limit Other Deductions - Subject to 2% Limit Total Deductions Tax and Credits 17,842. Taxable Income Tax - 35% 6,245. Net Long-Term Capital Gain and Qualified Dividends Tax Total Regular Tax _____ Alternative Minimum Tax Total Tax _____ 6,245. Credits ____ Recapture and Other Taxes ______ Net Tax - to Form 1041, Schedule G, line 7 6,245.

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Case: 17-3595 Document: SIZORPORATION & CONTINUE DE CO

Pages: 1025 20-7354918 Page 3

Schedule 1 Alternative Minimum Tax (see pages 26 through 32 of the instructions)

	Adjusted total income or (loss) (from page 1, line 17)	1		17,842.
	Interest	2		
	Taxes			
	Miscellaneous itemized deductions (from page 1, line 15b)	4		
	Refund of taxes	5	1	1
	Depletion (difference between regular tax and AMT)	6	-	
7	Net operating loss deduction. Enter as a positive amount	7		-
	Interest from specified private activity bonds exempt from the regular tax	8	·	
	Qualified small business stock (see page 27 of the instructions)	9		
	Exercise of incentive stock options (excess of AMT income over regular tax income)	10		
	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)			
	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	12		
	Disposition of property (difference between AMT and regular tax gain or loss)	13		
	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	14		
	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 5	15		<13.
	Loss limitations (difference between AMT and regular tax income or loss)	16	ļ	·
	Circulation costs (difference between regular tax and AMT)			*
18 I	Long-term contracts (difference between AMT and regular tax income)	18		
	Mining costs (difference between regular tax and AMT)	19		
	Research and experimental costs (difference between regular tax and AMT)	20		
	Income from certain installment sales before January 1, 1987	21	(}
22	Intangible drilling costs preference	22	ļ	-
23	Other adjustments, including income-based related adjustments	23		
	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)	24	()
	Adjusted alternative minimum taxable income. Combine lines 1 through 24	25		17,829.
	Note: Complete Part II below before going to line 26.			
	Income distribution deduction from Part II, line 44			
	Estate tax deduction (from page 1, line 19)			
	Add lines 26 and 27	28		
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.			17,829.
	If line 29 is;	·		
	• \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.			
	• Over \$22,500, but less than \$165,000, go to line 45.			
	◆ \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.			
	● \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. t II - Income Distribution on a Minimum Tax Basis	·		•••
arl	t II - Income Distribution on a Minimum Tax Basis	30		
Part	t II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions)	30		
Part 30 31	t II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8)	30 31 32		
Pari 30 31	t II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	31		
Pari 30 31 32	t II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for	31 32		
Part 30 31 32 33	t II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	31 32 33		
Pari 30 31 32 33	t II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	31 32 33 34		
Pari 30 31 32 33 34	t II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25	31 32 33 34 35	(
Part 30 31 32 33 34 35 36	t II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	31 32 33 34 35 36	(
Part 30 31 32 333 34 34 35 36 37	t II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	31 32 33 34 35 36 37	(
Pari 330 331 332 333 334 335 336 337	Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9)	31 32 33 34 35 36 37 38	(
Pari 30 31 32 33 33 34 33 35 36 37	Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9) Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	31 32 33 34 35 36 37 38 39	(
Pari 30 31 32 33 34 35 36 37 38 39	Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9) Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10) Total distributions. Add lines 38 and 39	31 32 33 34 35 36 37 38 39 40	(
Pari 30 31 332 333 34 35 36 37 38 39 40	Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9) Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10) Total distributions. Add lines 38 and 39 Tax-exempt income included on line 40 (other than amounts included on line 8)	31 32 33 34 35 36 37 38 39 40	(
2 ari 30 31 32 33 33 34 35 36 37 38 39 40 41	Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9) Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10) Total distributions. Add lines 38 and 39 Tax-exempt income included on line 40 (other than amounts included on line 8) Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	31 32 33 34 35 36 37 38 39 40 41 42	(
Pari 30 31 32 33 34 35 36 37 38 40 41 42 43	Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9) Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10) Total distributions. Add lines 38 and 39 Tax-exempt income included on line 40 (other than amounts included on line 8) Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40 Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	31 32 33 34 35 36 37 38 39 40	(
Pari 30 31 32 333 34 35 36 37 38 39 40 41 42 43	Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9) Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10) Total distributions. Add lines 38 and 39 Tax-exempt income included on line 40 (other than amounts included on line 8) Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	31 32 33 34 35 36 37 38 39 40 41 42	(

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	Case: 17-3595	Filed: 0	3/12/2018	Pages	5: <u>1025</u> 354918 Page 4
	n 1941 (2006)DANIEL BERNSTEIN IRREVOCABLE TRU	IST		20-7	354918 Page 4
	rt III - Alternative Minimum Tax			45	\$22,500
45		1 1		45	\$22 ₁ 300
46			ATT 000		
47	Phase-out of exemption amount	47	\$75,000		
48					
49	1 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
50	Subtract line 49 from line 45. If zero or less, enter -0-		.,	1 1	
51	***************************************			51	17,829.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividen-	ds or has a gain oi	n lines 14a and 15		
	of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). C	Otherwise, if line 51	l is -	1	
	 \$175,000 or less, multiply line 51 by 26% (.26). Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result 				
				52	4,636.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)			53	
	Tentative minimum tax. Subtract fine 53 from line 52				4,636.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G	, line 2a)		55	6,245.
	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0. En			56	0.
Pa	rt IV - Line 52 Computation Using Maximum Capital Gain	s Rates		· · · · · · · · · · · · · · · · · · ·	
	Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D	Tax Worksheet,			
	or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before con	npleting this part.			
57	Enter the amount from line 51			. 57	
	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the				
	Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax				
	Worksheet, whichever applies (as refigured for the AMT, if necessary)	58			
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2)				
	(as refigured for the AMT, if necessary). If you did not complete				
	Schedule D for the regular tax or the AMT, enter -0-	59			
60	If you did not complete a Schedule D Tax Worksheet for the regular			-	
	tax or the AMT, enter the amount from line 58. Otherwise, add lines				
	58 and 59 and enter the smaller of that result or the amount from				
	line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if				ě
		60			
61	Enter the smaller of line 57 or line 60			61	
62					
	Subtract line 61 from line 57 If line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 8			62	
OU.	28% (.28) and subtract \$3,500 from the result				
64	Maximum amount subject to the 5% rate			63	
	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the	04	\$2,050	⊣	
0.2	Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet,				
) }			
	whichever applies (as figured for the regular tax). If you did not complete				
ÇC	Schedule D or either worksheet for the regular tax, enter -0-	1 -		\dashv	
66	Subtract line 65 from line 64. If zero or less, enter -0-			_	
67	Enter the smaller of line 57 or line 58			_	
68	Enter the smaller of line 66 or line 67				
69	Multiply line 68 by 5% (.05)	1 1		69	
70	Subtract line 68 from line 67	70	· · · · · · · · · · · · · · · · · · ·		
/1	Multiply line 70 by 15% (.15)			▶ 71	
	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to	line 72			·
	Subtract line 67 from line 61	72			
73	Multiply line 72 by 25% (.25)			73	
74	***************************************			74	
75	If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 5	7 by			
	28% (.28%) and subtract \$3,500 from the result			75	
	Enter the smaller of line 74 or line 75 here and on line 52			. 76	
JWA					Form 1041 (2006)

61**986**2 02-**0**5-07

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Pages: 20023 54918 DANIEL BERNSTEIN STREVOUABLE CRUST2-9 Filed: 03/12/2018 FORM 1041 LATE PAYMENT INTEREST STATEMENT 1 DESCRIPTION DATE AMOUNT BALANCE RATE DAYS INTEREST 92. TAX DUE 6,245. 6,245. .0700 76 04/15/07 6,337. .0800 107 150. INTEREST RATE CHANGE 06/30/07 0. DATE FILED 10/15/07 6,487. TOTAL LATE PAYMENT INTEREST 242. FORM 1041 LATE PAYMENT PENALTY STATEMENT 2 DESCRIPTION DATE AMOUNT BALANCE MONTHS PENALTY TAX DUE 04/15/07 6,245. 6,245. 6 187. DATE FILED 10/15/07

TOTAL LATE PAYMENT PENALTY

187.

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DANIEL BERNSTEIN TRREVOCABLE TRUST2-9 Pages:2007354918 Filed: 03/12/2018 STATEMENT 3 ESBT INTEREST OTHER TAXABLE U.S. INTEREST INTEREST DESCRIPTION 84. LIC HOLDINGS, INC. - REGULAR INTEREST 0. 0. 84. SUBTOTALS 84. TOTAL INTEREST OTHER ORDINARY INCOME STATEMENT 4 **ESBT** AMOUNT DESCRIPTION 17,758. FROM - LIC HOLDINGS, INC. 17,758. TOTAL TO ESBT WORKSHEET ESBT SCHEDULE I PASSIVE ACTIVITY LOSS STATEMENT 5 NET INCOME (LOSS) NAME OF ACTIVITY FORM AMT REGULAR ADJUSTMENT LIC HOLDINGS, INC. SCH E 17.745. 17,758. <13.> TOTAL TO SCHEDULE I, LINE 15 <13.> ESBT FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 6 CURRENT YEAR PRIOR YEAR OVERALL GAIN OR LOSS UNALLOWED NAME OF ACTIVITY NET INCOME NET LOSS LOSS LOSS GAIN 0. 0. LIC HOLDINGS, INC. 17,758. 0. 17,758. 0. 0. TOTALS 17,758. 17,758. 0.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 441 of 1000 PageID #:4881 Pages:2002354918 'DANIEL BERNSTEIN SPREVOCABLE FRUSIZ-9 Filed: 03/12/2018 7 STATEMENT SUMMARY OF PASSIVE ACTIVITIES ESBT FORM 8582 R R FORM NET UNALLOWED ALLOWED OR PRIOR A NAME SCHEDULE GAIN/LOSS YEAR C/O GAIN/LOSS LOSS LOSS LIC HOLDINGS, SCH E 0. 17,758. 0. 17,758. 0. INC. 17,758. ٥. 17,758. 0. 0. TOTALS PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME TOTAL TO FORM 8582, LINE 11 0. ESBT FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT OTHER PASSIVE ACTIVITIES - WORKSHEET 3 CURRENT YEAR PRIOR YEAR OVERALL GAIN OR LOSS UNALLOWED

NET LOSS

0.

0.

LOSS

0.

0.

GAIN

17,745.

17,745.

LOSS

0.

0.

NET INCOME

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LIC HOLDINGS, INC.

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TRUST AGREEMENT FOR THE JAKE BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

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TRUST AGREEMENT

FOR THE

JAKE BERNSTEIN IRREVOCABLE TRUST

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

ARTICLE 1 BENEFICIARY

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

ARTICLE 2 TRANSFERS TO TRUST

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

ARTICLE 3 IRREVOCABLE PROVISION

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

ARTICLE 4 Administration of Trust

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

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

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

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

ARTICLE 5 PROVISIONS GOVERNING TRUSTEES

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

- 5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.
- 5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.
- 5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.
- 5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.
- 5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a

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

- 5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.
- 5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.
- 5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.
- 5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.
- 5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

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ARTICLE 6 PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7 FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

- 7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.
- 7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.
- 7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.
- 7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which

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it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

- 7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.
- 7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.
- 7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.
- 7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.
- 7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any

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manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

- 7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.
- 7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.
- 7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.
- 7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.
- 7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.
- 7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

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7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

- 7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.
- 7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.
- 7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.
- 7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.
- 7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations

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obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

- 7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.
- 7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.
- 7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.
- 7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.
- **7.26 Depreciation.** To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.
- 7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.
- 7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

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7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

- 7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:
 - To retain and operate the property for as long as it deems advisable;
 - To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;
 - To hire and discharge employees, fix their compensation, and define their duties;
 - To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
 - Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
 - To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8 SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

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8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

- (a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.
- (b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.
- (c) Principal Invasions. If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).
- (d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.
- (e) Termination of QSST Status. If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

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ARTICLE 9 PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10 Administration and Construction

- 10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.
- (a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.
- (b) Trustee's Decision. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.
- (c) Standard of Living. Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.
- 10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.
- (a) Pecuniary Gifts. All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.
- (b) Adjustments. The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee,

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and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

- 10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.
- 10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.
- (a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.
- (b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.
- (c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.
- 10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11 MISCELLANEOUS PROVISIONS

- 11.1 **Definitions.** As used in this Trust Agreement, the following terms have the meanings set forth below:
 - (a) Trustees.

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JAKE BERNSTEIN IRREVOCABLE TRUST

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(1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.

- (2) Corporate Trustee means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.
- (b) Internal Revenue Code Terms.
 - (1) Internal Revenue Code means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
 - (2) The terms health, education, support, and maintenance are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books,

INITIALS

JAKE BERNSTEIN IRREVOCABLE TRUST

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fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) Related Person as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) Other Terms.

- (1) Distributions that are to be made to a person's descendants, per stirpes, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.
- (2) Disabled or under a disability means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.
- (3) Removal of a Trustee for cause includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.
- (4) The words will and shall are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

INITIALS		
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indicated; as used in this Trust Agreement, the word may means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

- 11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.
 - (a) A general power of appointment granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
 - (b) A special power of appointment is any power that is not a general power.
 - (c) A testamentary power of appointment (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
 - (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.
- 11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) Facts. A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of

INIT	TIALS		
JAKE	BERNSTEIN	IRREVOCABLE TRUST	

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birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

- (b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.
- 11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.
- 11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.
- 11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.
- 11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

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IAKR	BERNSTEIN	IRREVOCARI.E	TRUST

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Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Simon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Traci Kratish, P.A.

Two witnesses as to Traci Kratish

Traci Kratish, President

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INITIALS

JAKE BERNSTEIN IRREVOCABLE TRUST

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Schedule A Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (581) 544-8300

Administrator: Eliska M. Lynch Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor Trustee for The Jake Bernstein Irrevocable Trust STBR10050

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Please visit our website @ www.stanfordtrustco.com

10000 - 00102F

Simon Bernstein 950 Peninsula Corp. Circle, Ste 3010 Boca Raton, FL 33487-1387



445 North Blvd, Suite 820 Baton Rouge, LA 70802

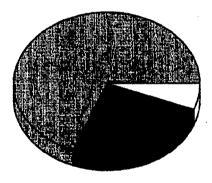
Market Value Reconciliat	ion	
	This Period	1/1/08 to 3/31/08
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,727.72	-\$6,727.72
income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.74	\$12,098.74
Ending Market Value	\$125,862.87	\$125,862.87
Realized Gains/Losses (Included in Total Above)	-\$52.67	-\$52.67

Account Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

	100%	Total Assets Value Total Liabilities Value Total Portfolio Value	\$132,041.05 -\$6,178.18 \$125,862.87
	6%	Cash & Equivalents	\$8,490.33
	25%	Fixed income	\$32,811.35
	69%	Equity	\$90,739.37
		Asset Class	Balance
eset Alloca	tion Su	nnary	



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	\$20.49	\$5,245.44	\$5,581.08	-\$335.62	\$0.00
			\$18,654.55	\$19,442.41	-\$787.86	\$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$6,857.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68,79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
			\$16,439.33	\$16,669.66	-\$230.33	\$703.89
Equity International Emerging						
Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4,206.65	-\$195.72	\$37.58
·			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.88	\$40.91	\$6,622.31	\$6,888.94	-\$266.63	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5,620.07	-\$613.12	\$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	\$17.95	\$2,656.60	\$2,809.04	-\$152.44	\$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8.33	\$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77958H500	367.67	\$16.66	\$6,125.33	\$5,857.00	-\$731.67	\$69.86
-			\$39,770.57	\$42,803.87	-\$3,033.30	\$658.11
Equity Mid Cap Value Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	\$12.56	\$6,456.07	\$8,857,00	-\$400.93	\$131.07
. -			\$6,456.07	\$6,857.00	-\$400.93	\$1 31.07
Total Equity			\$90,739,97	\$95,465.59	\$4,726,02	\$1,506.92
Fixed Income Fixed Income Mutual Funds Oppenheimer International Bond Fund CUSIP: 68360T103	1,653.10	\$6.76	\$11,174.98	\$10,976.64	\$198.34	\$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yleid Fund CUSIP: 72369G108	612.94	\$11.06	\$6,779. 07	\$6,858.75	-\$79.68	\$619.68
Total Fixed Income			\$32,611.95	\$39,007,58	-\$196,23	\$2,297.08
Total All Assets		······································	\$132,041.05	\$130,785.32	-\$4,922.45	\$3,919.69
Liabilities Income Cash			-\$6,178.18			
Total Liabilities			-\$6,178.18	\$0.00	\$0.00	\$0:06
Total All Liabilities			-\$6,178.18	\$0.00	\$0.00	\$0.00
Portfolio Grand Total			\$125,862.87	\$130,785.32	-\$4,922.45	\$3,919.69

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Transaction Summary

Statement of Value and Activity

Transaction Summary		
Transaction Category	Principal Cash	income Cash
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts Dividend Income Other Income Interest Income Additions	\$0.00 \$0.00 \$0.00 \$120,000.00	\$491.85 \$0.00 \$0.00 \$0.00
Capital Gain Distributions Tax Exempt Dividends & Interest	\$0.00 \$0.00	\$0.00 \$0.00
Total Receipts	\$120,000.00	\$491.85
Disbursements Distributions Fees Expenses Taxes	\$0.00 -\$57.69 \$0.00 \$0.00	\$0.00 -\$57.69 -\$362.34 -\$6,250.00
Total Disbursements	-\$57.69	-\$6,670.03
Purchases Sales/Maturities	-\$388,793.14 \$275,029.01	\$0.00 \$0.00
Asset Transfers Free Receipts Free Deliveries	\$0.00 \$0.00	\$0.00 \$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 3/31/08	\$6,178.18	-\$6,178.18

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Transaction Detail

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/
/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Dividend Income			
/2/08	Cash Receipt of Dividend Earned on	\$0.00	\$13.61	\$0.0
	SEI Daily Income Prime Obl #34			
	Dividend from 12/1/07 to 12/31/07			
2/1/08	Cash Receipt of Dividend Earned on	\$0.00	\$6 4.52	\$0.0
	SEI Daily Income Prime Obl #34			
	Dividend from 1/1/08 to 1/31/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$211.92	\$0.0
	SEI Daily Income Prime Obl #34			
	Dividend from 2/1/08 to 2/29/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$77.28	\$0.0
	SEI Daily Income TR Treas #38 CL A			
	Dividend from 2/1/08 to 2/29/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$ 4.64	\$0.0
	Oppenheimer Intl Bond Fd-A		•	
	Dividend from 2/1/08 to 2/29/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$ 1.75	\$0.
	Pioneer Global High Yield-A			
	Dividend from 2/1/08 to 2/29/08	•		
3/24/08	Cash Receipt of Dividend Earned on	\$0.00	\$31.94	\$0.0
	American Capital World G&I-F			
	\$0.1983/Unit on 161.076 Units Due 3/24/08			
3/26/0B	Cash Receipt of Dividend Earned on	\$0.00	\$86.19	\$ 0.
	Loomis Sayles Bond Fund-Ret			
	\$0.0821/Unit on 1,049.826 Units Due 3/25/08			
	-	\$0.00	\$491.85	

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/5/08	Additions Cash Receipt Addition to Account Lic Holdings, Inc Check #1161 DTD 12/31/07	\$120,000.00	\$0.00	\$0.00
		\$120,000.00	\$0.00	
Total Re	celpts	\$120,000.00	\$491.85	
	Disbursements			
3/25/08	Fees Fee Collected Based on A Market Value of \$124,781.17	-\$57.69	\$0.00	\$0.00
3/25/08	Fee Collected Based on A Market Value of \$124,781.17	\$0.00	-\$57.69	\$0.00
		-\$57.69	-\$57,69	
3/14/08	Expenses Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Jacob Berstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	\$Q.00	-\$362,34	\$0.00
	-	\$0.00	-\$362.34	

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Taxes Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Jacob Berstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250.00	\$0.00
	•	\$0.00	-\$6,250.00	
Total Dis	sbursements	-\$57.69	-\$8,670.03	
1/2/08	Purchases Purchases Purchases Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-\$13.61	\$0.00	\$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-\$64.52	\$0.00	\$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-\$120,000.00	\$0.00	\$0.00
2/20/08		-\$137,151.99	\$0.00	\$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At \$13.34	-\$6,857.00	\$0.00	\$0.00

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Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08	-\$6,857.00	\$0.00	\$0.00
2/28/08	161.076 Units At \$42.57 Purchased 526.825 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.825 Units At \$15.62	-\$8,229.00	\$0.00	\$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At \$19.89	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At \$26.70	-\$5,486.00	\$0.00	\$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At \$27.98	-\$10,972.00	\$0.00	\$0.00
2/28/08	Purchased 367.667 Units of T Rowe Price New Asia Trade Date 2/27/08 367.667 Units At \$18.65	-\$6,857.00	\$0.0 0	\$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At \$14.37	-\$15,086.00	\$0.00	\$0,00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At \$6.64	-\$10,972.00	\$0.00	\$0.00

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
2/28/08	Purchased 612.779 Units of	-\$6,857.00	\$0.00	\$0.00
	Pioneer Global High Yield-A			
	Trade Date 2/27/08			
	612.779 Units At \$11.19			
2/29/08	Purchased 148 Units of	-\$2,809.04	\$0.00	\$0.00
	iShares MSCI Hong Kong			
	Trade Date 2/26/08			
	148 Units At \$18.98			4
2/29/08	Purchased 47 Units of	-\$2,787.10	\$0.00	\$0.00
	Market Vectors Agribusiness			
	Trade Date 2/26/08			
	47 Units At \$59.30			
2/29/08	Purchased 56 Units of	-\$1,426.66	\$0.00	\$0.00
	iShares MSCI Switzerland Index			
	Trade Date 2/26/08			
	56 Units At \$25.476			
2/29/08		-\$2,800.02	\$0.0 0	\$0.00
	Market Vectors Russia ETF			
	Trade Date 2/26/08			
	55 Units At \$50.9094			
2/29/08		-\$2,845.25	\$0 .00	\$0.00
	iShares S&P Gsti Semiconductor Index			
	Trade Date 2/26/08			
	54 Units At \$52.6899			
2/29/08		-\$2,810.32	\$0.00	\$0.00
	Shares MSCI United Kingdom			
	Trade Date 2/26/08			
	123 Units At \$22.8481			
2/29/08	Purchased 213 Units of	-\$2,728.34	\$0.00	\$0.00
	iShares MSCI Singapore			
	Trade Date 2/26/08			
	213 Units At \$12.8091			



Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/29/08	Purchased 256 Units of	-\$5,581.06	\$0.00	\$0.00
	Powershares Dynamic Mid Cap Growth			
	Trade Date 2/26/08			
	256 Units At \$21.801			
2/29/08	Purchased 65 Units of	-\$5,620.07	\$0.00	\$0.00
	iShares MSCI Brazil Index Fund			
	Trade Date 2/26/08			
	65 Units At \$86.4626			
2/29/08	Purchased 140 Units of	-\$9,812.66	\$0.00	\$0.00
	Vanguard European ETF			
	Trade Date 2/26/08			
	140 Units At \$70.0904			
2/29/08	Purchased 77 Units of	-\$4,206.65	\$0.00	\$0.00
	Wisdomtree Emg Mtks H/Y Equity			
	Trade Date 2/26/08			
	77 Units At \$54.6318			
3/3/08	Purchased 77.28 Units of	-\$77.28	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A	•		
	Trade Date 2/29/08			
	Reinvestment of Income Received 2/29/08			
3/3/08	Purchased 0.694 Units	-\$4.64	\$0.00	\$0.00
	Oppenheimer Intl Bond Fd-A @ \$6.69			
	through Reinvestment of Cash Dividend Due 3/3/08			
3/3/08	Purchased 0.157 Units	-\$ 1.75	\$0.00	\$0.00
•	Pioneer Global High Yield-A @ \$11.16			
	through Reinvestment of Cash Dividend Due 3/3/08			
3/6/08	Purchased 211.92 Units of	-\$211.92	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/6/08			

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Transaction Detail (continued)

Statement of Value and Activity

Transaction Description	Principal Cash	Income Cash	Realized G/L
Purchased 27 Units of	-\$1,318.14	\$0.00	\$0.00
Market Vectors Russia ETF	• •		
Trade Date 3/14/08			
Paid \$1.08 Brokerage			
27 Units At \$48.779983			
Purchased 1,373.99 Units of	-\$1,373.99	\$0.00	\$0.00
SEI Daily Income TR Treas #38 CL A	•		
Trade Date 3/20/08			
Purchased 0.799 Units	-\$31.94	\$0.00	\$0.00
American Capital World G&I-F @ \$39.96			
through Reinvestment of Cash Dividend Due 3/24/08	·		
Purchased 6.13 Units	-\$86.19	\$0.00	\$0.00
Loomis Sayles Bond Fund-Ret @ \$14.06			
through Reinvestment of Cash Dividend Due 3/25/08			
rchases	-\$388,793.14	\$0.00	
	4 4 4 - 4	A 0.00	
	\$137,151.99	\$0.00	\$0.00
	*	•	**
	\$85,030.00	\$0.00	\$0.00
· · · · · · · · · · · · · · · · · · ·	A.A. A.B. 4.B.	A A	***
	\$43,427.17	\$0.00	\$0.00
7,7	***	An	** **
	\$362.34	\$0.00	\$0.00
Trade Date 3/14/08			
	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid \$1.08 Brokerage 27 Units At \$48.779983 Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08 Purchased 0.799 Units American Capital World G&I-F @ \$39.96 through Reinvestment of Cash Dividend Due 3/24/08 Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ \$14.06 through Reinvestment of Cash Dividend Due 3/25/08	Purchased 27 Units of -\$1,318.14 Market Vectors Russia ETF Trade Date 3/14/08 Paid \$1.08 Brokerage 27 Units At \$48.779983 Purchased 1,373.99 Units of -\$1,373.99 SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08 Purchased 0.799 Units -\$39.96 through Reinvestment of Cash Dividend Due 3/24/08 Purchased 6.13 Units -\$86.19 Loomis Sayles Bond Fund-Ret @ \$14.06 through Reinvestment of Cash Dividend Due 3/25/08 **Chases -\$388,793.14 **Sales/Maturities** Sales/Maturities** Sold 137,151.99 Units of \$137,151.99 SEI Daily Income Prime Obl #34 Trade Date 2/20/08 Sold 85,030 Units of \$85,030.00 SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08 Sold 43,427.17 Units of \$43,427.17 SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Sold 362.34 Units of \$362.34 SEI Daily Income TR Treas #38 CL A	Purchased 27 Units of .\$1,318.14 \$0.00 Market Vectors Russia ETF Trade Date 3/14/08 Paid \$1.08 Brokerage 27 Units At \$48.779983 Purchased 1,373.99 Units of .\$1,373.99 \$0.00 SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08 Purchased 0.799 Units .\$31.94 \$0.00 American Capital World G&L-F @ \$39.96 through Reinvestment of Cash Dividend Due 3/24/08 Purchased 6.13 Units .\$86.19 \$0.00 Loomis Sayles Bond Fund-Ret @ \$14.06 through Reinvestment of Cash Dividend Due 3/25/08 Tehases .\$388,783.14 \$0.00 Sales/Maturities Sales/Maturities Sales/Maturities Sold 137,151.99 Units of .\$137,151.99 \$0.00 SEI Daily Income Prime Obl #34 Trade Date 2/20/08 Sold 85,030 Units of .\$85,030.00 \$0.00 SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08 Sold 43,427.17 Units of .\$43,427.17 \$0.00 SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08 Sold 362.34 Units of .\$362.34 \$0.00

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of	\$6,250.00	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A	•		
	Trade Date 3/17/08			
3/19/08	Sold 1,318.14 Units of	\$1,318.14	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/19/08			
3/20/0B	Sold 56 Units of	\$1,373 .99	\$0.00	-\$52.67
	iShares MSCI Switzerland Index			
	Trade Date 3/17/08			
	Paid \$2.24 Brokerage			
	Paid \$0.02 SEC Fee			
	St Capital Loss of \$52.67- on Federal Cost		•	
	Federal Tax Cost \$1,426.66			
	56 Units At \$24.575952			
3/25/08		\$115.38	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/25/08			
Total Sa	les/Maturities	\$275,029.01	\$0.00	
3/31/08	Ending Balance	\$6,178.18	-\$6,178.18	

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Pending Trades

Statement of Value and Activity
January 1, 2008 - March 31, 2008

No pending trades.

0025761 - 080012/

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Case: 17-3595

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STANFORD TRUST COMPANY

445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

Administrator: Eliska M. Lynch Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor Trustee for The Jake Bernstein Irrevocable Trust STBR10050

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Account Summary	
Asset Detail	2
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Please visit our website @ www.stanfordtrustco.com

Jake Bernstein c/o Simon Bernstein 15807 Menton Bay Ct. Delray Beach, FL 33446 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 480 of 1000 PageID #:4920

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

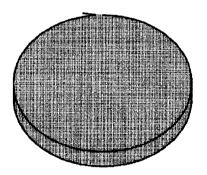
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	This Period	1/1/07 to 12/31/07
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

Asset Allocation Summary

	Asset Class	Balance
100%	Cash & Equivalents	\$17,073.86
100%	Total Assets Value	\$17,073.86



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

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Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0. 00
Capital Gain Distributions	\$0.00	\$0 .00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

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Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

Page 5 of 5

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	Beginning Balance	\$0.00	\$0.00	
12/26/07	Receipts Additions Cash Receipt Deposits Arbitrage International Ck#2781 DTD 10/3/07	\$17,073.86	\$0.00	\$0.00
Total Rec	ceipts	\$17,073.86	\$0.00	
12/26/07	Purchases Purchases Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0.00	\$0.00
Total Pur	chases	-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents Money Market Funds SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total All Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

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Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 486 of 1000 PageID #:4926 EXTENSION GRANTED TO U.S. income Tax Return for Estates and Trustsges: 10252006 2006 and ending For calendar year 2006 or fiscal year beginning Name of estate or trust (if a grantor type trust, see page 12 of the instructions.) lover identification number Type of entity: 20 7294171 Decedent's estate JACOB BERNSTEIN IRREVOCABLE TRUST D Date entity created _ Simple trust 09/01/2006 X Complex trust E Nonexempt charitable and split-Qualified disability trust interest trusts, check applicable STANFORD TRUST COMPANY, X ESBT (S portion only) Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.) boxes (see pg 13 of the instr.): Grantor type trust 445 NORTH BOULEVARD, 8TH FLOOR EAST Described in section 4947(a)(1) Bankruptov estate-Ch. 7 Not a private foundation City or town, state, and ZIP code Bankruptcy estate-Ch. 11 BATON ROUGE , LA 70802 Described in section 4947(a)(2) Pooled income fund Final return Change in trust's name B No. of Sch K-1 Change in fiduciary Change in fiduciary's address Change in fiduciary's name attached > G Pooled mortgage account (see page 14 of the instructions): Sold Date: Bought Interest income 22 2 a Total ordinary dividends b Qualified dividends allocable to: (1) Beneficiaries 3 Business income or (loss). Attach Schedule C or C-EZ (Form 1040) Capital gain or (loss). Attach Schedule D (Form 1041) 5 Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040) Farm income or (loss). Attach Schedule F (Form 1040) 7 Ordinary gain or (loss). Attach Form 4797 Ŕ Other income. List type and amount 9 Total income. Combine lines 1, 2a, and 3 through 8 Interest, Check if Form 4952 is attached 10 10 11 11 Taxes 12 12 Fiduciary fees 13 13 Charitable deduction (from Schedule A, line 7) Attorney, accountant, and return preparer tees 14 14 15= 15 a Other deductions not subject to the 2% floor (attach schedule) Allowable miscellaneous itemized deductions subject to the 2% floor 15h Add lines 10 through 15b 16 Adjusted total income or (loss). Subtract line 16 from line 9 Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041) 18 18 Estate tax deduction including certain generation-skipping taxes (attach computation) 19 19 100. 20 Exemption 20 100. Add lines 18 through 20 Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions 22 <100.> 22 Total tax (from Schedule G, line 7) 23 6.245. 24 Payments: a 2006 estimated tax payments and amount applied from 2005 return 241 b Estimated tax payments allocated to beneficiaries (from Form 1041-T) 246 and Payments c Subtract line 24b from line 24a d Tax paid with Form 7004 (see page 20 of the instructions) e Federal income tax withheld. If any is from Form(s) 1099, check f Credit for federal telephone excise tax paid. Attach Form 8913 Other payments: g Form 2439 ____ ; h Farm 4136 24i 25 Total payments. Add lines 24c through 24f, and 24i 25 Estimated tax penalty (see page 20 of the instructions) 26 Tax due. If line 25 is smaller than the total of lines 23 and 26, enter amount owed 6,245. 27 Overpayment. If line 25 is larger than the total of lines 23 and 26, enter amount overpaid 28 Amount of line 28 to be: a Credited to 2007 estimated tax Sign May the IRS discuss this return with the preparer shown below (see instr.)? EIN of fiduciary if a Неге Signature of fiduciary or officer representing fiduciary X Yes Check if self P00127193 Paid LEWIN & CO. EIN 59 2147155 Preparer's 1900 N.W. CORPORATE BLVD. STE E-300 Use Only Phone no. (561)994-5050 JW/ BOCA RATON, FL 33431-8502

STMT 1

STMT

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Form 1041 (2006)

02-05-07 For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions: *

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Form 7004
(Rev. Discerniber 2006)
Department of the Treasury

Application for Automatic 6-Month Extension of Time To File Certain Business Income Tax, Information, and Other Returns

OMB No. 1545-0233

Internal Revenue Service	r' ∤ ▶F	ile a separate ap	plication for each return.		
Type or	Name	,		identify	ing number
Print	Jacob Bernstein Irrevo	cable Trust		20-72	294171
File by the due date for the return for which	Number, street, and room or suite no. C/o Goldstein Lewin &		tructions.) W Corp. Blvd. Suite 300E		
an extension is requested. See instructions.	City, town, state, and ZiP code (if a for postal code)). Boca Raton, FL 33431	•	city, province or state, and country (follow the country's	practice for e	ntering
Note. See inst	ructions before completing	this form.			
1 Enter the for	m code for the return that this a	ipplication is fo	(see below)	•••••	05
2 If the foreign	corporation does not have an o	ffice or place of	business in the United States, check here		
3 If the organiz	zation is a corporation or partne	rship that qualif	es under Regulations section 1.6081-5, che	ck here. >	
4a The applicat	lon is for calendar year 20 <u>06</u> , o	r tax year begin	ining, 20, and ending, 20		
initial ref f the organization of the check here	zation is a corporation and is th	Change is common pare	ck the reason: n accounting period	ted return,	
6 Tentative tot	al tax	•••••		6	0.00
7 Total payme	ents and credits (see instructions	\$)		7	0.00
Electronic F	Federal Tax Payment System	(EFTPS), a fe	nust deposit this amount using the deral Tax Deposit (FTD) Coupon, or exceptions)	8	0.00
Application is For:		Form Code	Application is For:		Form Code
Mary Mary 1947		- 1	Form 1120-H		17
Form 706-GS(T)		02			10
ing a first on	in herel designed geny		Form 1120-ND		19
Form 1041 (estat	le)	04	Property of the stage of the death		
landing of			Form 1120-PC		21
Form 1041-N		06			
724 . 3 - 41.			Form 1120-REIT		23
Form 1042		08			

Form 1120-S

Form 3520-A

Form 8613

Form 8804

Form 8876

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12

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For Paperwork Reduction Act Notice, see Instructions.

Form 7004 (Rev. 12-2006)

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STF XDXP1000

Form 1065-B

Form 1120

Form 1120-A

Form 1120-F

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	Case: 17-3595 Document: 12-9 F		03/12/2018		Pac	jes: 1025 -7294171	9	age 2
	chedule A Charitable Deduction. Do not complete for a simple trust or		income fund			1274411	<u> </u>	
					1			
1	Amounts paid or permanently set aside for charitable purposes from gross income (see particular and a second see nd see particular and a second secon					 		
	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)					 		
3	Subtract line 2 from line 1				<u> </u>	 		
4	Capital gains for the tax year affocated to corpus and paid or permanently set aside for ch				4	 		
5	Add lines 3 and 4				5	 		
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charita				6	 		
7	Charitable deduction Subtract line 6 from 5. Enter here and on page 1, line 13				7	<u> </u>		
	chedule B Income Distribution Deduction				Τ,	Γ		
1	, , ,				1-	}		
	Adjusted tax-exempt interest					 -		
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the inst				J	 		
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)				4	 		
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instruction			• • • • • •	5_	 		
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter				1 _			
	loss as a positive number				6	 		
7	Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0		***************************************		7	 		
8	If a complex trust, enter accounting income for the tax year as	1.	f	_		Į		
	determined under the governing instrument and applicable local law			0.	1			
	Income required to be distributed currently				9	 		
10	Other amounts paid, credited, or otherwise required to be distributed				10			
11	• • • • • • • • • • • • • • • • • • • •					 		
12								
	Tentative income distribution deduction. Subtract line 12 from line 11					 		
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter-				14	ļ		
277.0	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1	, line 18,	···		15	L		
	chedule G Tax Computation (see page 23 of the instructions)	- 	г					
1	Tax: a Tax on taxable income (see page 23 of the instructions)			0.	ſ	1		
	b Tax on lump-sum distributions. Attach Form 4972			 .	ł			
	c Alternative minimum tax (from Schedule I, line 56)				ł			_
	d Total. Add lines 1a through 1c		i	▶	10			<u>0.</u>
	Foreign tax credit. Attach Form 1116				l			
	Other nonbusiness credits (attach schedule)	. <u>2b</u>			ł			
C	General business credit. Enter here and check which forms are attached:	İ			İ			
	Form 3800 ☐ Forms (specify) ▶				ł			
	Credit for prior year minimum tax. Attach Form 8801		L		ĺ			
3	Total credits. Add lines 2a through 2d		.,	▶	3_			
4	Subtract line 3 from line 1d. If zero or less, enter -0-				4_			0.
	Recapture taxes. Check if from: Form 4255 Form 8611				5			
-	Household employment taxes. Attach Schedule H (Form 1040)				6			
7	Total tax. Add lines 4 through 6. Enter here and on page 1, line 23			▶	7			<u>45.</u>
	Other Information SEC. 641(C):			<u> 245</u>			68	<u>No</u>
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the all	ocation of	expenses.	· · · · · · · · · · · · · · · · · · ·				_ <u>X</u> _
	Enter the amount of tax-exempt interest income and exempt-interest dividends > \$					1	-	
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other com	pensation	n) of any					
				• • • • • • • • • • • • • • • • • • • •				<u>X</u> _
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signal							
	over a bank, securities, or other financial account in a foreign country?							X
	See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-2 $^{\circ}$	2.1. If "Ye	s," enter			}]	
	the name of the foreign country		<u> </u>					
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor					}	ļ	
	a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the	instructio	สร					<u>X</u> _
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided fi							_
	see page 25 for required attachment		***.**				_ [X_
6	If this is an estate or a complex trust making the section 663(b) election, check here (see p	age 25 o	f the instructions)				丁	
	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (se						1	
	If the decedent's estate has been open for more than 2 years, attach an explanation for the							
	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions						x	
1080	P. RAVA					Form 10	44 .	2000)

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Electing Small Business Trust Tax Calculation 2006 1041 **Employer ID Number** Name of Trust 20-7294171 JACOB BERNSTEIN IRREVOCABLE TRUST Income SEE STATEMENT 3 Interest Total Ordinary Dividends Less: Qualified Dividends Net Dividends 17,758. Other Ordinary Income SEE STATEMENT 4 Net Short-Term Capital Gain Other Income 17,842. Total Income _____ Deductions Interest Taxes Fiduciary Fees Charitable Deduction Attorney, Accountant, Return Preparation Fees Other Deductions - Not Subject to 2% Limit Other Deductions - Subject to 2% Limit **Tax and Credits** 17,842. Taxable income Tax - 35% _____ 6,245. Net Long-Term Capital Gain and Qualified Dividends Tax 6,245. Total Regular Tax Alternative Minimum Tax 6,245. Total Tax _____ Credits ____ Recapture and Other Taxes _____ Net Tax - to Form 1041, Schedule G, line 7 6,245.

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Form 1041 (2000) JACOB BERNSTEIN IRREVOCABLE TRUST

20-7294171 Page 3

Schedule 1 Alternative Minimum Tax (see pages 26 through 32 of the instructions)

	Adjusted total income or (loss) (from page 1, line 17)	1	17,842.
2		1 - 1	
3	Taxes		
4	Miscellaneous itemized deductions (from page 1, line 15b)		
5	Refund of taxes	1 - 1.	· · · · · · · · · · · · · · · · · · ·
6	Depletion (difference between regular tax and AMT)		
7	Net operating loss deduction. Enter as a positive amount	7	
8	Interest from specified private activity bonds exempt from the regular tax	8	· · · · · · · · · · · · · · · · · · ·
9	Qualified small business stock (see page 27 of the instructions)		
10	Exercise of incentive stock options (excess of AMT income over regular tax income)		·
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)		
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)		
13	Disposition of property (difference between AMT and regular tax gain or loss)		
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)		
15	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 5		<12.
16	Loss limitations (difference between AMT and regular tax income or loss)		
17	Circulation costs (difference between regular tax and AMT)	17	
18	Long-term contracts (difference between AMT and regular tax income)	18	
19	Mining costs (difference between regular tax and AMT)	19	
20	Research and experimental costs (difference between regular tax and AMT)	20	
21	Income from certain installment sales before January 1, 1987		}
22	Intangible drilling costs preference		•
23	Other adjustments, including income-based related adjustments	23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)	24 {)
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24		17,830.
	Note: Complete Part II below before going to line 26.		
26	Income distribution deduction from Part II, line 44	0.	
27	Estate tax deduction (from page 1, line 19)		
27 28	Estate tax deduction (from page 1, line 19) Add lines 26 and 27	28	
	Add lines 26 and 27		17,830.
28			17,830.
28	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.	29	17,830.
28	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is:	29	17,830.
28	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax	29	17,830.
28 29	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45.	29	17,830.
28 29	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. II - Income Distribution on a Minimum Tax Basis	29	17,830.
28 29 Pa	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum taxable over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. It I - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions)	29	17,830.
28 29 Par	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. If I - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8)	30 31	17,830.
28 29 Pai 30 31	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum taxable over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. It I - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions)	30 31	17,830.
28 29 Pa: 30 31 32	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. If I - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter-0-	30 31 32	17,830.
28 29 Pa: 30 31 32	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	30 31 32 33 33	17,830.
28 29 30 31 32 39	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. If I - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	30 31 32 33 34	17,830.
28 29 30 31 32 33	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25	30 31 32 33 34 35 (17,830.
28 29 30 31 32 33 34 35	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. If I - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25. Enter as a positive amount	30 31 32 33 34 35 (17,830.
28 29 30 31 32 39 34 35 36	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. If I - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	30 31 32 33 34 35 (36 37	17,830.
28 29 30 31 32 39 34 35 36 37	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. If I - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net afternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9)	30 31 32 33 34 35 (36 37 38	17,830.
28 29 30 31 32 33 34 35 36 37 38	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. If I - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9) Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	30 31 32 33 34 35 (36 37 38 39 39	17,830.
28 29 30 31 32 33 34 35 36 37 38 39	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. If II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year altocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9) Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10) Total distributions. Add lines 38 and 39	30 31 32 33 34 35 (36 37 38 39	17,830.
28 29 30 31 32 33 34 35 36 37 38 39 40	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year altocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9) Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10) Total distributions. Add lines 38 and 39 Tax-exempt income included on line 40 (other than amounts included on line 8)	30 31 32 33 34 35 (36 37 38 39 40	17,830.
28 29 30 31 32 33 34 35 36 37 38 39 40 41	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9) Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10) Total distributions. Add lines 38 and 39 Tax-exempt income included on line 40 (other than amounts included on line 41 from line 40	30 31 32 33 34 35 (36 37 38 39 40 41	17,830.
28 29 30 31 32 33 34 35 36 37 38 39 40 41 42	Add lines 26 and 27 Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25. If line 29 is: \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year altocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9) Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10) Total distributions. Add lines 38 and 39 Tax-exempt income included on line 40 (other than amounts included on line 8)	30 31 32 33 34 35 (36 37 38 39 40 41	17,830.

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	1041 (2006) JACOB BERNSTEIN IRREVOCABLE TRUS		75/12/2010	20-7	294171 Page 4
Pa	rt III - Alternative Minimum Tax			11	<u> </u>
45	Exemption amount	1 1	• • • • • • • • • • • • • • • • • • • •	45	\$22,500
46	Enter the amount from line 29			_	
47		47	\$75,000	_	
48	Subtract line 47 from line 46. If zero or less, enter -0-	48		_	
49	Multiply line 48 by 25% (.25)		••••••	49	
50	Subtract line 49 from line 45. If zero or less, enter -0-		*******************************	50	
51	Subtract line 50 from line 46			1 1	17,830.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividend	ls or has a gain o	n lines 14a and 15		
	of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Of	therwise, if line 5	1 is -		
	• \$175,000 or less, multiply line 51 by 26% (.26).				
	• Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result			52	4,636.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)			53	
	Tentative minimum tax. Subtract line 53 from line 52				4,636.
	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G,				6,245.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0 Ent	er here and on S	chedule G, line 1c	. 56	0.
<u>Pa</u>	rt IV - Line 52 Computation Using Maximum Capital Gains	Rates			
	Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D T	ax Worksheet,			
	or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before com	pleting this part.	•		
57	Enter the amount from line 51			. 57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the	i l			
	Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax				
	Worksheet, whichever applies (as refigured for the AMT, if necessary)	58		_ ·	
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2)				
	(as refigured for the AMT, if necessary). If you did not complete	1 1		1 1	
	Schedule D for the regular tax or the AMT, enter -0-	59			
60	If you did not complete a Schedule D Tax Worksheet for the regular				
	tax or the AMT, enter the amount from line 58. Otherwise, add lines				
	58 and 59 and enter the smaller of that result or the amount from				
	line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if	1 1			
	Aecessary)	60			
61	Enter the smaller of line 57 or line 60			. 61	
62	Subtract line 61 from line 57			62	
63	If line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62				
	28% (.28) and subtract \$3,500 from the result			63	
64	Maximum amount subject to the 5% rate	64	\$2,050	_	
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the				
	Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet,				
	whichever applies (as figured for the regular tax). If you did not complete				
	Schedule D or either worksheet for the regular tax, enter -0-	65		.	
66	Subtract line 65 from line 64. If zero or less, enter -0-	66		-	
67	Enter the smaller of line 57 or line 58	67		_	
68	Enter the smaller of line 66 or line 67	68		_	
69	Multiply line 68 by 5% (.05)			69	
70	Subtract line 68 from line 67	70			
71	Multiply line 70 by 15% (.15)			71	
	If fine 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to li	ine 72,			
72	Subtract line 67 from line 61	72		_	
73	Multiply line 72 by 25% (.25)	*****************	>	73	
74	Add lines 63, 69, 71, and 73		***********************	74	
75	If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57	'by			
	28% (.28%) and subtract \$3,500 from the result			75	
76	Enter the smaller of line 74 or line 75 here and on line 52			. 76	
JWA					Form 1041 (2006)

JWA

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JACOB BERNSTETNS TREEVOCABLE PROST2-9 Filed: 03/12/2018 Pages: 200-27294171

FORM 1041	LATE	PAYMENT INT	EREST		STAT	EMENT 1
DESCRIPTION	DATE I	MOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE INTEREST RATE CHANGE DATE FILED	04/15/07 06/30/07 10/15/07	6,245.	6,245. 6,337. 6,487.	.0700		92 150
	TEREST LATE	PAYMENT PEN	ALTY		STAT	242 EMENT
TOTAL LATE PAYMENT IN FORM 1041 DESCRIPTION		PAYMENT PENA	ALTY BALANC	E M	STAT ONTHS	
FORM 1041	LATE	AMOUNT	BALANC	ZE MO		PEMENT 2

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 493 of 1000 PageID #:4933 JACOB BERNSTRING JREEVOCABURTERUST 2-9 Filed: 03/12/2018 Pages: 200-27394171 STATEMENT INTEREST **ESBT** OTHER TAXABLE U.S. INTEREST INTEREST DESCRIPTION LIC HOLDINGS, INC. - REGULAR INTEREST 0. 84. 0. 84. SUBTOTALS TOTAL INTEREST 84. **ESBT** OTHER ORDINARY INCOME STATEMENT 4 DESCRIPTION AMOUNT FROM - LIC HOLDINGS, INC. 17,758. 17,758. TOTAL TO ESBT WORKSHEET ESBT SCHEDULE I PASSIVE ACTIVITY LOSS STATEMENT 5 NET INCOME (LOSS) NAME OF ACTIVITY FORM AMT REGULAR ADJUSTMENT LIC HOLDINGS, INC. SCH E 17,746. 17,758. <12.> TOTAL TO SCHEDULE I, LINE 15 <12.> ESBT FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 6 CURRENT YEAR PRIOR YEAR OVERALL GAIN OR LOSS UNALLOWED NAME OF ACTIVITY NET INCOME NET LOSS LOSS GAIN LOSS LIC HOLDINGS, INC. 0. 17,758. 0. 17,758. 0.

17,758.

0.

0.

17,758.

TOTALS

0.

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Jacob bernstein inkevocable prust2-9	Filed: 03/12/2018	Pages: 202529417
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ESBT FORM 8582	S	UMMARY OF	PASSIVE AC	TIVITIES	PATE	EMENT
R R E A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS,	SCH E	17,758.	0.	17,758.	0.	0 .
TOTALS		17,758.	0.	17,758.	0.	0.
PRIOR YEAR CARRYOV		ED DUE TO	CURRENT YE.	AR NET ACTI	VITY INCOME	
TOTAL TO FORM 8582	, LINE 11	ALTERNATI	VE MINIMUM	TAX	STAT	O . TEMENT 8
TOTAL TO FORM 8582	, LINE 11	ALTERNATI PASSIVE AC	VE MINIMUM FIVITIES -	TAX WORKSHEET	STAT	O.
TOTAL TO FORM 8582	, LINE 11	ALTERNATIVE ACTORNATIVE ACTORNEMENT YES	VE MINIMUM TIVITIES -	TAX WORKSHEET	STAT	O PEMENT
PRIOR YEAR CARRYOV TOTAL TO FORM 8582 ESBT FORM 8582 NAME OF ACTIVITY LIC HOLDINGS, INC.	OTHER	ALTERNATIVE ACTORNATIVE ACTORNEMENT YES	VE MINIMUM TIVITIES - AR PR	TAX WORKSHEET IOR YEAR NALLOWED	STAT 3 OVERALL GAI	O PEMENT S

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ARBITRAGE INTERNATIONAL MANAGEMENT LLC WACHOVIA BANK, N.A.		2781
950 PENINSULA CORPORATE CIRCLE SUITE 3010 BOCA RATON, FL 33487 63-643/670	10/3/07	
PAY TO THE JACOB BEENSTEIN TRUST	. 17,0	73.86
Seventeen THOUSAND, SELENTY THATE AND S	4/00	DOLLARS
Mark	Bunstein	
MEMO: DISTERUTION, LIC HOLDINGS - JULI	AUTHORIZED SIGNATURE	
#002781# #1067006432#2000034069950#		

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TRUST AGREEMENT FOR THE JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

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TRUST AGREEMENT

FOR THE

JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Joshua Z. Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A.is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1 BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, JOSHUA Z. BERNSTEIN ("Beneficiary").

ARTICLE 2 TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule \underline{A} , which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule \underline{A} to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement,

ARTICLE 3 IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4 Administration of Trust

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

4.1 **Discretionary Distributions.** The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

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4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5 PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

- 5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.
- **5.2** Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.
- 5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.
- 5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.
- 5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her

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approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

- 5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.
- 5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.
- compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.
- 5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.
- 5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6 PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process,

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bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7 FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

- 7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.
- 7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.
- 7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.
- 7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.
- 7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate

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any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

- 7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.
- 7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.
- 7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.
- 7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.
- 7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.
- 7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property

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unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

- 7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.
- Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.
- 7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.
- 7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.
- 7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

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7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

- 7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.
- 7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.
- 7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.
- 7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.
- 7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.
- 7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

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7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.

- 7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.
- **7.26 Depreciation**. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.
- 7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.
- 7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.
- 7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.
- 7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:
 - To retain and operate the property for as long as it deems advisable;

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 To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;

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 To hire and discharge employees, fix their compensation, and define their duties:

- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income
 distributions, to retain any amount of the net earnings for working capital
 and other purposes that it deems advisable in conformity with sound and
 efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8 SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

- 8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.
- 8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:
- (a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.
- (b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust

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will terminate on the earlier of his or her death or the termination of the trust under its terms.

- (c) Principal Invasions. If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).
- (d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.
- (e) Termination of QSST Status. If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9 PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10 Administration and Construction

- 10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.
- (a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.
- (b) Trustee's Decision. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

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(c) Standard of Living. Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

- 10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.
- (a) Pecuniary Gifts. All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.
- (b) Adjustments. The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.
- 10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.
- 10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.
- (a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.
- (b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.
- (c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.
- 10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it

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serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) Trustees.

- Independent Trustee means a trustee of a particular trust, (1) either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.
- (2) Corporate Trustee means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

- (1) Internal Revenue Code means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
- (2) The terms health, education, support, and maintenance are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and

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mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) Related Person as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) Other Terms.

- (1) Distributions that are to be made to a person's **descendants**, **per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.
- (2) Disabled or under a disability means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.
- (3) Removal of a Trustee for cause includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft,

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dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

- (4) The words will and shall are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word may means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.
- 11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.
 - (a) A general power of appointment granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
 - (b) A special power of appointment is any power that is not a general power.
 - (c) A testamentary power of appointment (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
 - (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.
- 11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) Facts. A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive

Initials		
IOSHILA 7 REBNETEIN	IRREVIOLARI E	Third

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evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

- (b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.
- 11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.
- 11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.
- 11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.
- 11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

NITIAL	S_		
OSHILA Z	REPOSTRIN	IRREVOCARII	TOLICT

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Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Smon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Traci Kratish, P.A.

hav & FOR TEACINEATION, PA

Two witnesses as to Traci Kratish

Traci Kratish, Etc., President

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Schedule A Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

Administrator: Eliska M. Lynch Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor Trustee for The Joshua Z. Bernstein Irrevocable Trust STBR10049

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Please visit our website @ www.stanfordtrustco.com

026744 - 0900

Simon Bernstein 950 Peninsula Corp. Circle, Ste 3010 Boca Raton, FL 33487-1387



445 North Blvd, Suite 820 Baton Rouge, LA 70802

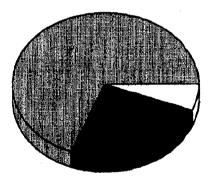
Market Value Reconciliat	lon	
	This Period	1/1/08 to 3/31/08
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,726.58	-\$6,726.58
Income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.74	\$12,098.74
Ending Market Value	\$125,864.01	\$125,864.01
Realized Gains/Losses (Included in Total Above)	-\$52.67	-\$52.67

Account Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

		Total Liabilities Value Total Portfolio Value	-\$6,177.04 \$125,864.01
	100%	Total Assets Value	\$132,041.05
	6%	Cash & Equivalents	\$8,490.33
	25%	Fixed Income	\$32,811.35
	69%	Equity	\$90,739.37
2000.000.000000000000000000000000000000		Asset Class	Balance
Asset Allo	cetion Su	ide kaliferia de de de la colonia de la capación de capación de la colonia de la colonia de la colonia de la colonia	



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growt CUSIP: 73935X807	256.00	\$20.49	\$5,245.44	\$5,581.06	-\$335.62	\$0.00
			\$18,654.55	\$19,442.41	-\$787.86	\$64,67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$6,857.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
-			\$16,439.33	\$16,669.66	-\$230.33	\$703.89
Equity International Emerging						
Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4,206.65	-\$195.72	\$37.58
			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.88	\$40.91	\$6,622.31	\$6,888.94	-\$266.63	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$ 5, 62 0.0 7	-\$613.12	\$100.69
iShares MSCI Hong Kong CUSIP: 464266871	148.00	\$17.95	\$2,656.60	\$2,809.04	-\$152.44	\$56.09
Shares MSCI Singapore CUSIP: 464286673	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8.33	\$108.42
Shares MSCI United Kingdom CUSIP: 464286699	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	\$11.06	\$6,779.07	\$0, 859.75	-\$79.68	\$619.88
Total Fixed Indome			\$32,811,95	\$33,007.58	\$196.23	\$2.297.09
Total All Assets			\$132,041.05	\$130,786.46	-\$4,922.45	\$3,919.71
Liabilities Income Cash			-\$6,177.04			
Total Liabilities			\$6,177.04	\$0.00	\$0.00	\$0.00
Total All Liabilities	·		-\$6,177.04	\$0.00	\$0.00	\$0.00
Portfolio Grand Total			\$125,864.01	\$130,786.46	-\$4,922.45	\$3,919.71

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Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Pat o	Transaction Description	Principal Cash	Income Cash	Realized G/
/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Dividend income			
/2/08	Cash Receipt of Dividend Earned on	\$0.00	\$13.61	\$0.0
	SEI Daily Income Prime Obl #34			•
	Dividend from 12/1/07 to 12/31/07			
/1/08	Cash Receipt of Dividend Earned on	\$0.00	\$64.52	\$0.0
	SEI Daily Income Prime Obl #34			-
	Dividend from 1/1/08 to 1/31/08			
/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$211.92	\$0.0
	SEI Daily Income Prime Obl #34	•		·
	Dividend from 2/1/08 to 2/29/08			
/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$77.28	\$0.0
	SEI Daily Income TR Treas #38 CL A			•
	Dividend from 2/1/08 to 2/29/08			
/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$4 .64	\$0.0
	Oppenheimer Intl Bond Fd-A			
	Dividend from 2/1/08 to 2/29/08		•	
/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$1.7 5	\$0.6
	Pioneer Global High Yield-A			·
	Dividend from 2/1/08 to 2/29/08			
/24/08	Cash Receipt of Dividend Earned on	\$0.00	\$31.94	\$0.0
	American Capital World G&I-F			
	\$0.1983/Unit on 161.076 Units Due 3/24/08			
26/08	Cash Receipt of Dividend Earned on	\$0.00	\$8 6.19	\$0.0
	Loomis Sayles Bond Fund-Ret	•		*
	\$0.0821/Unit on 1,049.826 Units Due 3/25/08			
	· -			
		\$0.00	\$491.85	

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
3/17/08	Taxes Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Josh Berstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250.00	\$0.00
	•	\$0.00	-\$6,250.00	
Total Dis	sbursements	-\$57.69	-\$6,668.89	
1/2/08	Purchases Purchases Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07	-\$13.61	\$0.00	\$0.00
2/1/08	Posted Thru Mfd Income Reinvestment of Income Received 12/31/07 Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08	-\$64.52	\$0.00	\$0.00
2/5/08	Reinvestment of Income Received 1/31/08 Purchased 120,000 Units of SEI Daily Income Prime Ob! #34	-\$120,000.00	\$0.00	\$0.00
2/20/08	Trade Date 2/5/08 Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A	-\$137,151.99	\$0.00	\$0.00
2/28/08	Trade Date 2/20/08 Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At \$13.34	-\$6,857.00	\$0.00	\$0.00

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

		Income Cash	Realized G/L
rchased 612,779 Units of	-\$6,857.00	\$0.00	\$0.00
oneer Global High Yield-A	********		
ade Date 2/27/08			
2.779 Units At \$11.19			
archased 148 Units of	-\$2,809.04	\$0.00	\$0.00
hares MSCI Hong Kong	• •		
ade Date 2/26/08			
8 Units At \$18.98			
urchased 47 Units of	-\$2,787.10	\$0.00	\$0.00
arket Vectors Agribusiness			
ade Date 2/26/08			
Units At \$59.30			
rchased 56 Units of	-\$1,426.66	\$0:00	\$0.00
hares MSCI Switzerland Index			
ade Date 2/26/08			
Units At \$25.478			
rchased 55 Units of	-\$2,800.02	\$0.00	\$0.00
arket Vectors Russia ETF			
ade Date 2/26/08	•		
	-\$2,845.25	\$0.00	\$0.00
	-\$2,810.32	\$0.00	\$0.00
			•
	-\$2,728.34	\$0.00	\$0.00
3 Units At \$12.8091			
	oneer Global High Yield-A ade Date 2/27/08 2.779 Units At \$11.19 prchased 148 Units of hares MSCI Hong Kong ade Date 2/26/08 8 Units At \$18.98 prchased 47 Units of harket Vectors Agribusiness ade Date 2/26/08 Units At \$59.30 prchased 56 Units of hares MSCI Switzerland Index ade Date 2/26/08 Units At \$25.478 prchased 55 Units of harket Vectors Russia ETF hade Date 2/26/08 Units At \$50.9094 prchased 54 Units of hares S&P Gsti Semiconductor Index hade Date 2/26/08 Units At \$52.6899 prchased 123 Units of hares MSCI United Kingdom hade Date 2/26/08 3 Units At \$22.8481 prchased 213 Units of hares MSCI Singapore hade Date 2/26/08	oneer Global High Yield-A ade Date 2/27/08 2.779 Units At \$11.19 wichased 148 Units of -\$2,809.04 ares MSCI Hong Kong ade Date 2/26/08 8 Units At \$18.98 wichased 47 Units of -\$2,787.10 arket Vectors Agribusiness ade Date 2/26/08 Units At \$59.30 wichased 56 Units of -\$1,426.66 mares MSCI Switzerland Index ade Date 2/26/08 Units At \$25.478 wichased 55 Units of -\$2,800.02 arket Vectors Russia ETF ade Date 2/26/08 Units At \$50.9094 wichased 54 Units of -\$2,845.25 mares S&P Gsti Semiconductor Index ade Date 2/26/08 Units At \$55.8999 wichased 123 Units of -\$2,810.32 mares MSCI United Kingdom ade Date 2/26/08 3 Units At \$22.8481 wichased 213 Units of -\$2,728.34 mares MSCI Singapore ade Date 2/26/08	oneer Global High Yield-A ade Date 2/27/08 2.779 Units At \$11.19 Inchased 148 Units of \$0.00 Inchased 148 Units of \$0.00 Inchased 148 Units of \$0.00 Inchased 47 Units of \$0.00 Inchased 47 Units of \$0.00 Inchased 47 Units of \$0.00 Inchased 47 Units of \$0.00 Inchased 58 Units of \$0.00 Inchased 128 Units of

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Description	Principal Cash	Income Cash	Realized G/L
Purchased 27 Units of	-\$1,318.14	\$0.0 0	\$0.00
Market Vectors Russia ETF	• • • • • • • • • • • • • • • • • • • •		
Trade Date 3/14/08			
Paid \$1.08 Brokerage			
27 Units At \$48.779983			
Purchased 1,373.99 Units of	-\$1,373.99	\$0.00	\$0.00
SEI Daily Income TR Treas #38 CL A			
Trade Date 3/20/08			•
Purchased 0.799 Units	-\$31.94	\$0.00	\$0.00
American Capital World G&I-F @ \$39.96			•
through Reinvestment of Cash Dividend Due 3/24/08			
	-\$86 .19	\$0.00	\$0.00
through Reinvestment of Cash Dividend Due 3/25/08			
rchases	-\$388,793.14	\$0,00	
Calca/linturitian			
	\$107.151.00	\$0.00	\$0.00
	\$137,151.99	\$0.00	\$0.00
******	\$95 020 00	\$0.00	\$0.00
	ф60,030.00	φυ.υυ	Ψ0.00
	\$42.427.1 7	\$0.00	\$0.00
	943,427.17	Ψ0.00	Ψ0.00
	\$361.20	\$0.00	\$0.00
SEI Daily Income TR Treas #38 CL A	φου 1.20	Ψ0,00	Ψ0.00
SELLIAMV INCOMA LECTRAS 2:00 CL A			
	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid \$1.08 Brokerage 27 Units At \$48.779983 Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08 Purchased 0.799 Units American Capital World G&I-F @ \$39.96 through Reinvestment of Cash Dividend Due 3/24/08 Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ \$14.06 through Reinvestment of Cash Dividend Due 3/25/08 rchases Sales/Maturities Sales/Maturities Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08 Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08 Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Sold 361.2 Units of	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid \$1.08 Brokerage 27 Units At \$48.779983 Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08 Purchased 0.799 Units American Capital World G&I-F @ \$39.96 through Reinvestment of Cash Dividend Due 3/24/08 Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ \$14.06 through Reinvestment of Cash Dividend Due 3/25/08 **Chases** Sales/Maturities** Sales/Maturities** Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08 Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08 Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08 Sold 361.2 Units of \$43,427.17 SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Sold 361.2 Units of \$361.20	Purchased 27 Units of

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Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
3/17/08	Sold 6,250 Units of	\$6,250.00	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A	·		·
	Trade Date 3/17/08			
3/19/08	Sold 1,318.14 Units of	\$1,318.14	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/19/08			
3/20/08	Sold 56 Units of	\$1,373.99	\$0.00	-\$52.67
	iShares MSCI Switzerland Index	• •		
•	Trade Date 3/17/08			
	Paid \$2.24 Brokerage			
	Paid \$0.02 SEC Fee		•	
	St Capital Loss of \$52.67- on Federal Cost			
	Federal Tax Cost \$1,426.66			
	56 Units At \$24.575952			
3/25/08	Sold 115.38 Units of	\$115.38	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			·
	Trade Date 3/25/08			
Total Sa	les/Maturities	\$275,027.87	\$0.00	
3/31/08	Ending Salance	\$6,177.04	-\$6,177.04	



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund	-\$5,620.07	\$0.00	\$0.00
	Trade Date 2/26/08	•		
	65 Units At \$86.4626			
2/29/08	Purchased 256 Units of	-\$5,581.06	\$0.00	\$0.00
	Powershares Dynamic Mid Cap Growth			
	Trade Date 2/26/08			
	256 Units At \$21.801			
2/29/08	Purchased 140 Units of	-\$9,812.66	\$0.00	\$0.00
	Vanguard European ETF			
•	Trade Date 2/26/08		•	
	140 Units At \$70.0904			
2/29/08	Purchased 77 Units of	-\$4,206.65	\$0.00	\$0.00
	Wisdomtree Emg Mtks H/Y Equity	·		
	Trade Date 2/26/08			
	77 Units At \$54.6318			
3/3/08	Purchased 77.28 Units of	-\$77.28	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 2/29/08	•		
	Reinvestment of Income Received 2/29/08			
3/3/08	Purchased 0.694 Units	-\$4.64	, \$0.00	\$0.00
	Oppenheimer Intl Bond Fd-A @ \$6.69			
	through Reinvestment of Cash Dividend Due 3/3/08			
3/3/08	Purchased 0.157 Units	-\$1.75	\$0.00	\$0.00
	Pioneer Global High Yield-A @ \$11.16			
	through Reinvestment of Cash Dividend Due 3/3/08			
3/6/08	Purchased 211.92 Units of	-\$211.92	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/6/08			



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.076 Units of American Capital World G&I-F	-\$6,857.00	\$0.00	\$0.00
	Trade Date 2/27/08			
	161.076 Units At \$42.57			
2/28/08	Purchased 526.825 Units of	-\$8,229.00	\$0 .00	\$0.00
	Hussman Strategic Growth Fund			
	Trade Date 2/27/08			
	526.825 Units At \$15.62			
2/28/08	Purchased 344.746 Units of	-\$6,857.00	\$0.00	\$0.00
	ING Global Real Estate Fd-A			
	Trade Date 2/27/08			
	344.746 Units At \$19.89			
2/28/08	Purchased 205.468 Units of	-\$5,486.00	\$0.00	\$0.00
	Keeley Small Cap Val Fd-A			
	Trade Date 2/27/08			
	205,468 Units At \$26.70			
2/28/08	Purchased 392.137 Units of	-\$10,972.00	\$0.00	\$0.00
	Kinetics Paradigm Fund-No LD			
	Trade Date 2/27/08			
	392.137 Units At \$27.98	.		
2/28/08	Purchased 367,667 Units of	-\$6,857.00	\$0.00	\$0.00
	T Rowe Price New Asia			
	Trade Date 2/27/08			
	367.667 Units At \$18.65		*	
2/28/08	Purchased 1,049.826 Units of	-\$15,086.00	\$0.00	\$0.00
	Loomis Sayles Bond Fund-Ret			
	Trade Date 2/27/08		•	
	1,049.826 Units At \$14.37	• • • • • • • • • • • • • • • • • • • •	*- *-	
2/28/08		-\$10,972.00	\$0.00	\$0.00
	Oppenheimer Intl Bond Fd-A			
	Trade Date 2/27/08			
	1,652.41 Units At \$6.64			

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/5/08	Additions Cash Receipt Addition to Account Lic Holdings, Inc Check #1162 DTD 12/31/07	\$120,000.00	\$0.00	\$0.00
	-	\$120,000.00	\$0.00	
Total Re	celpts	\$120,000.00	\$491.85	
	Disbursements Fess			
3/25/08	Fee Collected Based on A Market Value of \$124,782.31	-\$57 .69	\$0.00	\$0.00
3/25/08	Fee Collected Based on A Market Value of \$124,782.31	\$0.00	-\$57.69	\$0.00
		-\$57.69	-\$57.69	
	Expenses			
3/14/08	Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Josh Berstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	\$0.00	-\$361.20	\$0.00
		\$0.00	-\$361.20	



Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary		
Transaction Category	Principel Cash	Income Cash
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$491.85
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$120,000.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$120,000.00	\$491.85
Disbursements		
Distributions	\$0.00	\$0.00
Fees	-\$57.69	-\$57.69
Expenses	\$0.00	-\$361.20
Taxes	\$0.00	-\$6,250.00
Total Disbursements	-\$57.69	-\$6,668.89
Purchases	-\$368,793.14	\$0.00
Sales/Maturities	\$275,027.87	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 3/31/08	\$6,177.04	-\$6,177.04



Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9. 02
T Rowe Price New Asia CUSIP: 77956H500	367.67	\$16.66	\$6,125.33	\$6,857.00	-\$731.67	\$69.86
,			\$39,770.57	\$42,803.87	-\$3,033.30	\$658.11
Equity Mid Cap Value				*		
Allegiant Mid Cap Value CUSIP: 01748E831	514.02	\$12 .56	\$6,456.07	\$6,857.00	-\$400.93	\$131.07
			\$6,456.07	\$6,857.00	-\$400.93	\$131.07
Total Equity			\$80,738.97	\$95,465,59	\$4,728.22	\$1,586.82
Fixed Income Fixed Income Mutual Funds		·		•		
Oppenheimer International Bond	1,653.10	\$6.76	\$11,174.98	\$10,976.64	\$198.34	\$732.33
Fund CUSIP: 68360T103						
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

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Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Detail				anger and a second of		
Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents Money Market Funds SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,313.29	\$1.00	\$2,313.29	\$2,313.29	\$0.00	\$27.30
			\$2,313.29	\$2,313.29	\$0.00	\$27.30
Cash Principal Cash			\$6,177.04			
			\$6,177.04	\$0.00	\$0.00	\$0.00
Total Cash & Equivalents			\$6,490,93	82,513,29	\$6.00	\$27.90
Equity Equity Small Cap Value Mutual Funds Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	\$26.32	\$5,407.92	\$5,486.00	-\$78.08	\$0.00
			\$5,407.92	\$5,486.00	-\$78.08	\$0.00
Other Domestic Equity Hussman Strategic Growth Fund CUSIP: 448108100	526.83	\$15.59	\$8,213.20	\$8,229.00	-\$15.80	\$48.47
iShares S&P Gati Semiconductor Inde: CUSIP: 464287523	x 54.00	\$49.56	\$2,676.24	\$2,845.25	-\$169.01	\$16.20
Market Vectors Agribusiness CUSIP: 57080U805	47.00	\$53.61	\$2,519.67	\$2,787.10	-\$267.43	\$0.00

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API STER1004

Joshua Z. Bernstein Irrey, Trus

Josh Bernstein



445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

Administrator: Eliska M. Lynch Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor Trustee for The Joshua Z. Bernstein Irrevocable Trust STBR10049

Table of Contents

Account Summary	1
Asset Detail	2
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Please visit our website @ www.stanfordtrustco.com

Josh Bernstein c/o Simon Bernstein 15807 Menton Bay Ct. Delray Beach, FL 33446



445 North Blvd, Suite 820 Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

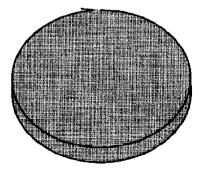
October 1, 2007 - December 31, 2007

Asset Allocation Summary

	Asset Class	Balance
100%	Cash & Equivalents	\$ <u>17,073.86</u>
 100%	Total Assets Value	\$17,073.86

Market Value Reconciliation

	This Period	1/1/07 to 12/31/07
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

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Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		•
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0 .00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

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Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

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Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	Beginning Balance	\$0.00	\$0.00	
12/26/07	Receipts Additions Cash Receipt Deposits Arbitrage International Ck#2782 DTD 10/3/07	\$17,073.86	\$0.00	\$0.00
Total Red	eipts	\$17,073.86	\$0.00	
12/26/07	Purchases Purchases Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0.00	\$0.00
Total Pur	chases	-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

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Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents Money Market Funds SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
= Total All Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

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Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 539 of 1000 PageID #:4979 EXTENSION GRANTED TOFILED 153/2002018 Case: 17-3595 1041 Department of the Treasury - Internal Revenue Service U.S. Income Tax Return for Estates and Trusts 2006 and ending For calendar year 2006 or fiscal year beginning Name of estate or trust (if a grantor type trust, see page 12 of the instructions.) TEmployer identification number Type of entity: 20 7294156 Decedent's estate Date entity created JOSH BERNSTEIN IRREVOCABLE TRU Simple trust 09/01/2006 X Complex trust E Nonexempt charitable and split-Qualified disability trust interest trusts, check applicable STANFORD TRUST COMPANY, TRUSTEE ESBT (S portion only) boxes (see pg 13 of the instr.); Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.) Grantor type trust 445 NORTH BOULEVARD, 8TH FLOOR EAST Described in section 4947(a)(1) Bankruptcy estate-Ch. 7 City or town, state, and ZIP code Not a private foundation Bankruptcy estate-Ch. 11 BATON ROUGE 70802 Described in section 4947(a)(2) Pooled income fund B No. of Sch K-1 F Check applicable X Initial return 🗌 Final return Amended return Change in trust's name Change in fiduciary's address attached > Change in fiduciary Change in fiduciary's name G Pooled mortgage account (see page 14 of the instructions): Sold Date: Interest income 2 a Total ordinary dividends 2a __ (2) Estate or trust b Qualified dividends allocable to: (1) Beneficiaries Business income or (loss). Attach Schedule C or C-EZ (Form 1040) Capital gain or (loss). Attach Schedule D (Form 1041) 4 5 Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040) 6 Farm income or (loss). Attach Schedule F (Form 1040) Ordinary gain or (loss). Attach Form 4797 7 Other income. List type and amount 8 Total income. Combine lines 1, 2a, and 3 through 8 9 10 10 Interest, Check if Form 4952 is attached 11 11 Fiduciary fees 12 19 Charitable deduction (from Schedule A, line 7) 13 13 Attorney, accountant, and return preparer fees 14 15 a Other deductions not subject to the 2% floor (attach schedule) 15a b Allowable miscellaneous itemized deductions subject to the 2% floor 15b 16 Add lines 10 through 15b 16 Adjusted total income or (loss). Subtract line 16 from line 9 Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041) 18 Estate tax deduction including certain generation-skipping taxes (attach computation) 19 19 100. 20 Exemption 20 100. 21 Add lines 18 through 20 22 <100.> Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions 22 23 Total tax (from Schedule G, line 7) 23 <u>6,244.</u> 24 Payments: a 2006 estimated tax payments and amount applied from 2005 return 24a b Estimated tax payments allocated to beneficiaries (from Form 1041-T) 24b Tax and Payments c Subtract line 24b from line 24a d Tax paid with Form 7004 (see page 20 of the instructions) e Federal income tax withheld. If any is from Form(s) 1099, check 24e f Credit for federal telephone excise tax paid. Attach Form 8913 ... 24f Other payments: g Form 2439 **24i** 25 Total payments. Add lines 24c through 24f, and 24i 25 Estimated tax penalty (see page 20 of the instructions) 26 Tax due. If fine 25 is smaller than the total of lines 23 and 26, enter amount owed 6,244. 27 Overpayment. If line 25 is larger than the total of lines 23 and 26, enter amount overpaid 28 Amount of line 28 to be: a Credited to 2007 estimated tax

Under penalties of perjury, I declare that I have examined this return, including and belief, it is true, correct, and complete. Declaration of preparer (other than Sign May the IRS discuss this return with the preparer shown below (see instr.)? Here Signature of fiduciary or officer representing fiduciary X Yes Check if self-Paid P00127193 GOLDSTEIN LEWIN & CO. 59 2147155 Preparer's Firm's name (or yours if self-employed), 1900 N.W. CORPORATE BLVD. STE E-300 Use Only address, and ZIP code BOCA RATON, FL 33431-8502 JWA Phone no. (561)994-5050 STMT 1 STMT 02-05-07 For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions. * Form 1041 (2006)

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Form 7004 (Rev. December 2006 Department of the Treasuntainant Revenue Service	Certain Business In	come Tax	Month Extension of Time To File i, Information, and Other Return optication for each return.	B ON	MB No. 1545- 02 33
Type or	Name			Identify	ing number
Print	Josh Bernstein Irrevoca	ble Trust		20-72	294156
File by the due date for the return for which	Number, street, and room or suite no. (If c/o Goldstein Lewin & C		tructions.) W Corp. Blvd. Suite 300E	J	
an extension is requested. See instructions.	City, town, stale, and ZIP code (If a forei postal code)). Boca Raton, FL 33431	gn address, enter	city, province of state, and country (follow the country's p	ractice for e	entering
Note. See insti	uctions before completing	this form.			
1 Enter the for	m code for the return that this ap	plication is for	(see below)		05
2 If the foreign	corporation does not have an off	ice or place of	business in the United States, check here	>	
3 If the organiz	ation is a corporation or partners	hip that qualifi	ies under Regulations section 1.6081-5, chec	k here. 🕨	
4a The applicati	on is for calendar year 20 <u>06</u> , or	ax year begin	ning, 20, and ending, 20		
b Short tax ye	ar. If this tax year is less than 12	2 months, che	ck the reason:		
Initial re	tum 🗌 Final return 🗀) Change I	in accounting period Consolidated r	etum to t	be filed
check here If checked, a	.	•	ent of a group that intends to file a consolidate and Employer identification Number (EIN) for a		
•		•••••		6	0.00
7 Total payme	nts and credits (see instructions)			7	0.00
Electronic F	ederai Tax Payment System (f	FTPS), a Fed	nust deposit this amount using the derail Tax Deposit (FTD) Coupon, or exceptions)	8	0.00
Application Is For:		Form Code	Application Is For:		Form Code
file of the second			Form 1120-H		17
Form 708-GS(T)		02			
at set set	The second of the second		Form 1120-ND		19
Form 1041 (estat		04	- 1100 PG		
Form 1041-N		06	Form 1120-PC		21
FOITH 1041-N		- 00	Form 1120-REIT		23
Form 1042		08	FOIR 1120-REIT		20
7.67		di.	Form 1120-S		25
Form 1085-B	·····	10			2: 2 S
194 H. L.			Form 3520-A		27
Form 1120		12			
	CONTRACTOR SERVICE AND	41	Form 8613		29
Form 1120-A		14	property of the state of the st		4
Form 1120 F		45	Form 8804		31
Form 1120-F		15	Earn 9972		

For Paperwork Reduction Act Notice, see Instructions.

Form **7004** (Rev. 12-2006)

ISA STF XDXP1000 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 541 of 1000 PageID #:4981

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Form	1041 (2006) JOSH BERNSTEIN IRREVOCABLE TRUST			20	-729415	6 Р	age 2
	chedule A Charitable Deduction. Do not complete for a simple trust or a	ooled income fund.					
1	Amounts paid or permanently set aside for charitable purposes from gross income (see pag	e 21 of the instructions)		1			
	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)			2			
2	•			3			
3	Subtract line 2 from line 1			4			
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charit						
5	Add lines 3 and 4			5	·		
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable			6			
	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13			7	L		
S	chedule B Income Distribution Deduction				r		
1	Adjusted total income (see page 22 of the instructions)			1			
2	Adjusted tax-exempt interest			2			
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instruc	tions)		3			
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)	*************		4			
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions	,,,, ,		5			
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the	•					
	loss as a positive number			6			
7	Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-			7			
-	If a complex trust, enter accounting income for the tax year as					_	
•	determined under the governing instrument and applicable local law	8	0.]		
g	Income required to be distributed currently			9			
10	Other amounts paid, credited, or otherwise required to be distributed			10			
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions						
12	Enter the amount of tax-exempt income included on line 11			12			
	Tentative income distribution deduction. Subtract line 12 from line 11				l		
	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-			14			
14				15			
_	income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, li	le 18	.,.,	1 15	J		
	chedule G Tax Computation (see page 23 of the instructions)	1.1		Т	T		
1	Tax: a Tax on taxable income (see page 23 of the instructions)	18	. 0.	4	1		
	b Tax on lump-sum distributions. Attach Form 4972			-	1		
	c Alternative minimum tax (from Schedule I, line 56)			-	1		
	d Total. Add lines 1a through 1c	1 1		<u>1d</u>			0.
	Foreign tax credit. Attach Form 1116	2a		-			
b	Other nonbusiness credits (attach schedule)	2b		ļ ·			
C	General business credit. Enter here and check which forms are attached:				1		
	Form 3800 Specify Forms (specify)	2c		<u> </u>	1		
d	Credit for prior year minimum tax. Attach Form 8801	2d]			
3	Total credits. Add lines 2a through 2d		>	3			
4	Subtract line 3 from line 1d. If zero or less, enter -0-			4			0.
5	Recapture taxes. Check if from: Form 4255 Form 8611			5	I		
6	Household employment laxes. Attach Schedule H (Form 1040)			6			
7	Total tax. Add lines 4 through 6. Enter here and on page 1, line 23			7		6 2	244.
<u></u>	Other Information SEC. 641(C):		,244		I	Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the alloc					169	X
	Enter the amount of tax-exempt interest income and exempt-interest dividends > \$					-	+≏
•	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compe						
2		, ,				}	
				· · · · · · · · ·			X
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature						
	over a bank, securities, or other financial account in a foreign country?						X
	See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.	I. If "Yes," enter				1	
	the name of the foreign country						
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of	•					
	a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the in	structions			• • • • • • • • • • • • • • • • • • • •		X
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided final	•					
	see page 25 for required attachment						X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 1)						
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see						
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the d						
_	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions					x	
61080	2 mara		**********				(2006)
						-	,/

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Electing Small Business Trust Tax Calculation 2006 1041 Employer ID Number Name of Trust 20-7294156 JOSH BERNSTEIN IRREVOCABLE TRUST SEE STATEMENT 3 83. Interest Total Ordinary Dividends Less; Qualified Dividends Other Ordinary Income SEE STATEMENT 4 17,757. Net Short-Term Capital Gain Ordinary Gains _____ Other Income 17,840. Total Income ______ **Deductions** Interest Taxes Fiduciary Fees Charitable Deduction ______ Attorney, Accountant, Return Preparation Fees Other Deductions - Not Subject to 2% Limit Other Deductions - Subject to 2% Limit Tetal Deductions **Tax and Credits** Taxable Income <u> 17,840.</u> 6,244. Tax - 35% Net Long-Term Capital Gain and Qualified Dividends Tax _____ Total Regular Tax Alternative Minimum Tax Total Tax _____ Credits Recapture and Other Taxes Net Tax - to Form 1041, Schedule G, line 7 6,244. Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 543 of 1000 PageID #:4983

Case: 17-3595 Document: 12:0RPORATEO DOCUMENTO DE 12:00 DOCUMENTO

Form 1041 (2006) JOSH BERNSTEIN IRREVOCABLE TRUST

Pages: 1025 20-7294156 Page \$

Schedule 1 Alternative Minimum Tax (see pages 26 through 32 of the instructions)

	1 - Estate's or Trust's Share of Alternative Minimum Taxable Income		17 040
	Adjusted total income or (loss) (from page 1, line 17)	1 4 1	17,840.
	Interest		
	Taxes		
	Miscellaneous itemized deductions (from page 1, line 15b)	1 - 1,	
-	Refund of taxes	1 - 1	لـــــــ لــــــــــــــــــــــــــــ
	Depletion (difference between regular tax and AMT)	·	
	Net operating loss deduction. Enter as a positive amount		
	Interest from specified private activity bonds exempt from the regular tax		
	Qualified small business stock (see page 27 of the instructions)		
	Exercise of incentive stock options (excess of AMT income over regular tax income)	1 1	
	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	1 1	
	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	1 1	
	Disposition of property (difference between AMT and regular tax gain or loss)	1 1	
	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)		-12
	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 5		<13.
	Loss fimilations (difference between AMT and regular tax income or loss)		
	Circulation costs (difference between regular tax and AMT)		
	Long-term contracts (difference between AMT and regular tax income)		
	Mining costs (difference between regular tax and AMT)		
	Research and experimental costs (difference between regular tax and AMT)		
21	Income from certain installment sales before January 1, 1987		
	Intangible drilling costs preference		
	Other adjustments, including income-based related adjustments	1	
	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)		
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24	25	17,827.
	Note; Complete Part II below before going to line 26.		
26		<u>0 .</u>]	
27	Estate tax deduction (from page 1, line 19)		
28	Add lines 26 and 27	28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.		<u> 17,827.</u>
i	If fine 29 is:		
•	• \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the afternative minimum tax.		
	• Over \$22,500, but less than \$165,000, go to line 45.		
	◆ \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.		····
Part	III - Income Distribution on a Minimum Tax Basis		
30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-		
	Capital gains for the tax year allocated to corpus and paid or permanently set aside for		
(charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
	Capital gains computed on a minimum tax basis included on line 25	1)
	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount		<i>-</i>
	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-		
	ncome required to be distributed currently (from Schedule B, line 9)		
39 (Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
	Total distributions. Add lines 38 and 39		
41 1	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42 1	Fentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Fentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 47. If zero or less, enter -0-	43	
	ncome distribution deduction on a minimum tax basis. Enter the smaller of line 42 or	70	
	ing 49. Fates have and an Euro 00	. 44	
	ine 43. Enter here and on mie 20	77	Form 1041 (2006)

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Filed: 03/12/2018 Case: 17-3595 Document: 12-9 Pages: 1025 Form 1041 (2006) JOSH BERNSTEIN IRREVOCABLE TRUST 20-7294156 Part III - Alternative Minimum Tax 45 \$22,500 45 Exemption amount 46 Enter the amount from line 29 47 Phase-out of exemption amount \$75,000 47 48 Subtract line 47 from line 46. If zero or less, enter -0-48 49 Multiply line 48 by 25% (.25) 50 50 Subtract line 49 from line 45. If zero or less, enter -0-17,827. 51 Subtract line 50 from line 46 51 52 Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Otherwise, if line 51 is -■ \$175,000 or less, multiply line 51 by 26% (.26). Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result 4,635. 53 Alternative minimum foreign tax credit (see page 31 of the instructions) 53 54 Tentative minimum tax. Subtract line 53 from line 52 ,635. 54 55 Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a) 55 6.244. 56 Alternative minimum tax, Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c 56 Part IV - Line 52 Computation Using Maximum Capital Gains Rates Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part. Enter the amount from line 51 57 58 Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as refigured for the AMT, if necessary) 58 59 Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as refigured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-59 60 If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary) 61 Enter the smaller of line 57 or line 60 62 Subtract line 61 from line 57 62 63 If line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract \$3,500 from the result 63 64 Maximum amount subject to the 5% rate 65 Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-65 66 Subtract line 65 from line 64. If zero or less, enter -0-66 67 Enter the smalter of line 57 or line 58 67 68 Enter the smaller of line 66 or line 67 68 69 Multiply line 68 by 5% (.05) 69 70 Subtract line 68 from line 67 71 Multiply line 70 by 15% (.15) 71 If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72. 72 Subtract line 67 from line 61 73 Multiply line 72 by 25% (.25) 73 74 Add lines 63, 69, 71, and 73 74 75 If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by

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Form 1041 (2006)

28% (.28%) and subtract \$3,500 from the result

76 Enter the smaller of line 74 or line 75 here and on line 52

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JOSH	BERNSTEI	N.	TRREVOCABREU TRUET 12	2-9)
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FORM 1041	LAT	TE PAYMENT IN	TEREST		STAT	EMENT 1
DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE INTEREST RATE CHANGE DATE FILED	04/15/07 06/30/07 10/15/07	6,244.	6,244. 6,336. 6,486.	.0700		92. 150.
TOTAL LATE PAYMENT IN	TEREST	TE PAYMENT PE	WT. I KN		Sሞ ል ካ	242. EMENT 2
DESCRIPTION	DATI			CE M	ONTHS	PENALTY
TAX DUE DATE FILED	04/15, 10/15,		44. 6,	244.	6	187

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JOSH BERNSPEIN - TREEVOCABREUM 12-9 Filed: 03/12/2018 Pages: 200-27394156

ESBT		INTEREST			STATEME	NT 3
DESCRIPTION			U.S. INTER		OTHER TA	
LIC HOLDINGS, INC.	- REGULAR INTERE	ST		0.		83.
SUBTOTALS				0.		83.
TOTAL INTEREST						83.
ESBT	OTHER	ORDINARY	INCOME		STATEME	NT 4
DESCRIPTION				-	AMO	UNT
FROM - LIC HOLDINGS	, INC.				1	7,757.
TOTAL TO ESBT WORKS	HEET	·			1	7,757.
TOTAL TO ESBT WORKS		E ACTIVITY	LOSS		1 STATEME	
			LOSS			
ESBT SCHEDULE I				-		NT 5
ESBT SCHEDULE I	PASSIV	NET I	NCOME (LOSS)	-	STATEME	
TOTAL TO ESBT WORKS! ESBT SCHEDULE I NAME OF ACTIVITY LIC HOLDINGS, INC. TOTAL TO SCHEDULE I	FORM SCH E	NET II	NCOME (LOSS)	AR	STATEME	NT 5
ESBT SCHEDULE I NAME OF ACTIVITY LIC HOLDINGS, INC.	FORM SCH E	NET II AMT	NCOME (LOSS) REGUL	7,757.	STATEME	NT 5 MENT <13.
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ESBT SCHEDULE I NAME OF ACTIVITY LIC HOLDINGS, INC. TOTAL TO SCHEDULE I	FORM SCH E , LINE 15 OTHER PASSIVE CURRENT Y	NET II AMT 17,7	NCOME (LOSS) REGUL 44. 1 - WORKSHEET PRIOR YEAR UNALLOWED	AR 7,757. 3 OVERAL	STATEME ADJUST	MENT <13. <13. NT 6 R LOSS

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JOSH BERNSTRIN -IRREVOCABORUTRUST 12-9	Filed: 03/12/2018	Pages:2002294156

ESBT FORM 8582	St	SUMMARY OF PASSIVE ACTIVITIES			STATEMENT	
R R E A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS,	SCH E	17,757.	0.	17,757.	0.	0
TOTALS		17,757.	0.	17,757.	0.	0
		ED DUE TO	CURRENT YE	AR NET ACTI	VITY INCOME	0
TOTAL TO FORM 8582	, LINE 11	ALTERNATI	VE MINIMUM		STAT	
TOTAL TO FORM 8582	OTHER	ALTERNATI	VE MINIMUM TIVITIES - AR PR	TAX WORKSHEET	STAT	0 PEMENT
TOTAL TO FORM 8582	OTHER	ALTERNATI PASSIVE AC CURRENT YE	VE MINIMUM TIVITIES - AR PR	TAX WORKSHEET	STAT 3	0 PEMENT
PRIOR YEAR CARRYOV TOTAL TO FORM 8582 ESBT FORM 8582 NAME OF ACTIVITY LIC HOLDINGS, INC.	OTHER I	ALTERNATI PASSIVE AC CURRENT YE	VE MINIMUM TIVITIES - AR PR	TAX WORKSHEET LIOR YEAR NALLOWED	STAT 3 OVERALL GAI	O PEMENT IN OR LOS

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Pages: 1025

Case: 17-3595 Document: 12-9 Filed: 03/12/2018

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

BASAS/B70

PAY TO THE ORDER OF SUMMER BURDEN TWOT

SEVENTEEN THOMAND, SEVENTY THREE AND 86/00 DOLLARS

MEMO: DESTRUCTION HIC HOLDINGS

MEMO: DESTRUCTION HIC HOLDINGS

MEMO: AUTHORISED SIGNATURE

#002782# #067006432#2000034069950#

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TRUST AGREEMENT FOR THE ALEXANDRA L. BERNSTEIN IRREVOCABLE

TRUST

September 7, 2006

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TRUST AGREEMENT

FOR THE

ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Alexandra L. Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1 BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, ALEXANDRA L. BERNSTEIN ("Beneficiary").

ARTICLE 2 TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule \underline{A} , which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule \underline{A} to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3 IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4 Administration of Trust

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

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4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

- 4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.
- 4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5 PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

- 5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.
- 5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.
- 5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.
- 5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.
- 5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written

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approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

- 5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.
- 5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.
- 5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.
- 5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

ARTICLE 6 PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process,

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bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7 FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

- 7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.
- 7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.
- 7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.
- 7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.
- 7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate

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any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

- **7.6 Borrow Money.** To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.
- 7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.
- 7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.
- 7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.
- 7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.
- 7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property

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unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

- 7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.
- 7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.
- 7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.
- 7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.
- 7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

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7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

- 7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.
- 7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.
- 7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.
- 7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.
- 7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.
- **7.23** Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

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7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.

- 7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.
- **7.26 Depreciation.** To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.
- 7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.
- 7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.
- 7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.
- **7.30** Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:
 - To retain and operate the property for as long as it deems advisable;
 - To control, direct, and manage the property, determining the manner and
 extent of its active participation in these operations, and to delegate all or
 any part of its supervisory power to other persons that it selects;

Initials _			
ALEXANDRA L.	BERNSTEIN	IRREVOCABLE TRUST	

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 To hire and discharge employees, fix their compensation, and define their duties;

- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8 SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

- 8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.
- 8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:
- (a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.
- (b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust

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will terminate on the earlier of his or her death or the termination of the trust under its terms.

- (c) Principal Invasions. If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).
- (d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.
- (e) Termination of QSST Status. If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9 PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10 Administration and Construction

- 10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.
- (a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.
- (b) Trustee's Decision. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

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(c) Standard of Living. Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

- 10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.
- (a) Pecuniary Gifts. All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.
- (b) Adjustments. The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.
- 10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.
- 10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.
- (a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.
- (b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.
- (c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.
- 10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it

INITIALS _			
ALEXANDRA I	BERNSTEIN	IRREVOCABLE	TRUST

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serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 **Definitions.** As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) Trustees.

- (1) Independent Trustee means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.
- (2) Corporate Trustee means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

- (1) Internal Revenue Code means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
- (2) The terms health, education, support, and maintenance are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and

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mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) Related Person as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) Other Terms.

- (1) Distributions that are to be made to a person's **descendants**, **per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.
- (2) Disabled or under a disability means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.
- (3) Removal of a Trustee for cause includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft,

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- dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.
- (4) The words will and shall are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word may means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.
- 11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.
 - (a) A general power of appointment granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
 - (b) A special power of appointment is any power that is not a general power.
 - (c) A testamentary power of appointment (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
 - (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.
- 11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) Facts. A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive

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evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

- (b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.
- 11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.
- 11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.
- 11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.
- 11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

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Executed	as of	the	date	first	written	above
----------	-------	-----	------	-------	---------	-------

Signed in the presence of:

SETTLOR

Simon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Gerald R. Lewin

Two witnesses as to Gerald R. Lewin

Jerry Gorgot Ally's trust
Please angon - I will
return this one and all
the others to you today
properly executed - I will
take care of witnesses Tel

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INITIALS

ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

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Schedule A Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.



445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

Administrator: Eliska M. Lynch Phone #: (225) 381-0542

Cover Page

Filed: 03/12/2018

Statement of Value and Activity

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January 1, 2008 - March 31, 2008

Stanford Trust Company Successor Trustee for The Alexandra L. Bernstein Irrevocable Trust STBR10043

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Please visit our website @ www.stanfordtrustco.com

7210040 - 04002Y

Simon Bernstein 950 Peninsula Corp. Circle, Ste 3010 Boca Raton, FL 33487-1387



445 North Blvd, Suite 820 Baton Rouge, LA 70802

(Included in Total Above)

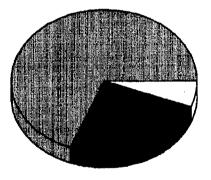
Market Value Reconciliet	ion	
	This Period	1/1/08 to 3/31/08
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,727.72	-\$6,727.72
Income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.75	\$12,098.75
Ending Market Value	\$125,862.88	\$125,862.88
Realized Galns/Losses	-\$52.67	-\$52.67

Account Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Cash & Equivalents Total Assets Value Total Liabilities Value	\$8,490.33 \$132,041.06 -\$6,178.18
Cash & Equivalents	\$8,490.33
Fixed Income	\$32,811.35
Equity	\$90,739.38
Asset Class	Balance
	nary Asset Class Equity Fixed Income



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Grow CUSIP: 73935X807	256.00	\$20.49	\$5,245.44	\$5,581.06	-\$335.62	\$0.00
			\$18,654.54	\$19,442.41	-\$787.87	\$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$6,857.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
	<u> </u>		\$16,439.33	\$16,669.66	-\$230.33	\$703.89
Equity International Emerging						
Wisdomtree Erng Mtks H/Y Equity CUSIP: 97717W315	77.00	\$ 52.09	\$4,010.93	\$4,206.65	-\$195.72	\$37.58
_			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.88	\$40.91	\$6,622.31	\$6,888.94	-\$266.63	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5,620.07	-\$ 613.12	\$100.69
iShares MSCi Hong Kong CUSIP: 464286871	148.00	\$17.95	\$2,658.60	\$2,809.04	-\$152.44	\$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8.33	\$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	\$11.06	\$6,779.07	\$6,858.75	-\$79.68	\$619.68
Total Fixed Income			\$32,811.95	\$33,007,58	\$196,23	\$2,267.09
Total All Assets			\$132,041.06	\$130,785.32	-\$4,922.44	\$3,919.69
Liabilities Income Cash			-\$6,178.18			
Total (jabilites			\$6,178.18	\$6.00	\$0.00	\$0.00
Total All Liabilities	,		-\$6,178.18	\$0.00	\$0.00	\$0.00
Portfolio Grand Total			\$ 125,862.88	\$130,785.32	-\$4,922.44	\$3,919.69

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Transaction Detail

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
1/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Dividend income			
SEI Daily Income Prime Obl #	Cash Receipt of Dividend Earned on	\$0.00	\$13.61	\$0.00
	SEI Daily Income Prime Obl #34			
	Dividend from 12/1/07 to 12/31/07			
2/1/08	Cash Receipt of Dividend Earned on	\$0.00	\$64.52	\$0.00
	SEI Daily Income Prime Obl #34	•		
	Dividend from 1/1/08 to 1/31/08			
	Cash Receipt of Dividend Earned on	\$0.00	\$211.92	\$0.00
	SEI Daily Income Prime Obl #34		•	
	Dividend from 2/1/08 to 2/29/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$77.28	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Dividend from 2/1/08 to 2/29/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$4.64	\$0.00
	Oppenheimer Intl Bond Fd-A			
	Dividend from 2/1/08 to 2/29/08	** **	*	** **
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$1.75	\$0.00
	Pioneer Global High Yield-A			
	Dividend from 2/1/08 to 2/29/08	A a a a	004.04	00.00
3/24/08	Cash Receipt of Dividend Earned on	\$0.00	\$31.94	\$0.00
	American Capital World G&I-F			
Model	\$0.1983/Unit on 161.076 Units Due 3/24/08	40.00	\$86.19	\$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret	\$0.00	ф <u>ао</u> . 18	⊅ 0.∪
	\$0.0821/Unit on 1.049.826 Units Due 3/25/08			
	\$0.002 (10) fill Off 1,045.020 Offics Dub 3/23/00			
	-	\$0.00	\$491.85	

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
3/17/08	Taxes Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Alexandra Berstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250,00	\$0.00
	·	\$0.00	-\$6,250.00	
Total Dis	bursements	-\$57.69	-\$6,670.03	
1/2/08	Purchases Purchases Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income	-\$13.61	\$0.00	\$0.00
2/1/08	Reinvestment of Income Received 12/31/07 Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08	-\$64.52	\$0.00	\$0.00
2/5/08	Reinvestment of Income Received 1/31/08 Purchased 120,000 Units of SEI Daily Income Prime Obl #34	-\$120,000.00	\$0.00	\$0,00
2/20/08	SEI Daily Income TR Treas #38 CL A	-\$137,151.99	\$0.00	\$0.00
2/28/08	Trade Date 2/20/08 Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At \$13.34	-\$6,857.00	\$0.00	\$0.00

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612.779 Units of	-\$6,857.00	\$0.00	\$0.00
	Pioneer Global High Yield-A	•		•
	Trade Date 2/27/08			
	612.779 Units At \$11.19			.
2/29/08	Purchased 148 Units of	-\$2,809.04	\$0.00	\$0.00
	iShares MSCI Hong Kong			
	Trade Date 2/26/08			
	148 Units At \$18,98		*	***
2/29/08	Purchased 47 Units of	-\$2,787.10	\$0.00	\$0.00
	Market Vectors Agribusiness			
	Trade Date 2/26/08			
	47 Units At \$59.30	•	40.40	
	Purchased 56 Units of	-\$1,426.66	\$0.00	\$0.00
	iShares MSCI Switzerland Index			
	Trade Date 2/26/08			
	56 Units At \$25.476	40,000,00	#0.00	ቀ ለ ለበ
2/29/08	Purchased 55 Units of	-\$2,800.02	\$0.00	\$0.00
	Market Vectors Russia ETF			
	Trade Date 2/26/08			
	55 Units At \$50.9094	#0.045.05	\$0.00	\$0.00
2/29/08	Purchased 54 Units of	-\$2,845.25	\$0.00	\$ 0.00
	iShares S&P Gsti Semiconductor Index			
	Trade Date 2/26/08			
	54 Units At \$52.6899	-\$2.810.32	\$0.00	\$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom	-3 2,610.32	\$0.00	Ψ0,00
	Trade Date 2/26/08			
	123 Units At \$22.8481			
0/00/09	Purchased 213 Units of	-\$2,728.34	\$0.00	\$0.00
2/29/08	iShares MSCI Singapore	V L ₁ 1 LU.U-1	44.44	•
	Trade Date 2/26/08			
	213 Units At \$12.8091			

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/19/08	Purchased 27 Units of	-\$1,318.14	\$0.00	\$0.00
	Market Vectors Russia ETF			
	Trade Date 3/14/08			
	Paid \$1.08 Brokerage			
	27 Units At \$48.779983			
3/20/08	Purchased 1,373.99 Units of	- \$1,373.99	\$0.00	\$0.00
	SE! Daily Income TR Treas #38 CL A			
	Trade Date 3/20/08			
3/24/08	Purchased 0.799 Units	-\$31.94	\$0.00	\$0.00
	American Capital World G&I-F @ \$39.96			
	through Reinvestment of Cash Dividend Due 3/24/08		• • • •	
3/26/08		-\$86.19	\$0.00	\$0.00
	Loomis Sayles Bond Fund-Ret @ \$14.06			
	through Reinvestment of Cash Dividend Due 3/25/08			
Total Pu	rchases	-\$388,793.14	\$0.00	
	O. J. o O. S. and Amelia I o o			
	Sales/Maturities			
- ((Sales/Maturities	\$107.4E4.00	\$0.00	\$0.00
2/20/08	Sold 137,151.99 Units of	\$137,151.99	\$0.00	\$0.00
	SE! Daily Income Prime Obl #34 Trade Date 2/20/08			
0/00/00	Sold 85,030 Units of	\$85,030.00	\$0.00	\$0.00
2/28/08	SEI Daily Income TR Treas #38 CL A	φου,ουσο.υσ	φυ.υσ	Ψ0,00
	Trade Date 2/28/08			
2/29/08	Sold 43,427.17 Units of	\$43,427.17	\$0.00	\$0.00
2/29/00	SEI Daily Income TR Treas #38 CL A	Ψ10,4£1.17	Ψ0.55	ψ0.00
	Trade Date 2/29/08			
3/14/08		\$362.34	\$0.00	\$0.00
	GRIS ALCIE - CAMP AL	Ammu.m.	70.00	\$0.00
3/14/06	SEI Daily Income TR Treas #38 CL A			

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Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

25899 - DB0012

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Realized G/L	Income Cash	Principal Cash	Transaction Description	Date
\$0.00	\$0.00	\$6,250.00	Sold 6,250 Units of	3/17/08
			SEI Daily Income TR Treas #38 CL A	
			Trade Date 3/17/08	
\$0.00	\$0.00	\$1,318.14	Sold 1,318.14 Units of	3/19/08
			SEI Daily Income TR Treas #38 CL A	
			Trade Date 3/19/08	
-\$52.67	\$0.00	\$1,373.99	Sold 56 Units of	3/20/08
			iShares MSCI Switzerland Index	
			Trade Date 3/17/08	
			Paid \$2.24 Brokerage	
			Paid \$0.02 SEC Fee	
			St Capital Loss of \$52.67- on Federal Cost	
			Federal Tax Cost \$1,426.66	
			56 Units At \$24.575952	
\$0.00	\$0.00	\$115.38	Sold 115.38 Units of	3/25/08
		, , ,	SEI Daily Income TR Treas #38 CL A	
			Trade Date 3/25/08	
	\$0.00	\$275,029.01	es/Maturities	Total Sal
	\$6 170 40	\$2 470 10	Ending Palance	0/04 ID0
	-40,174.16	40,170.10	CIMHA DAIDINA	3/3 1/00
	\$0.00 -\$6,178.18	\$275,029.01 \$6,178.18	es/Maturities Ending Balance	Total Sal 3/31/08

TS000577



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

d 65 Units of	\$5.000.07		
	-\$5,620.07	\$0.00	\$0.00
SCI Brazil Index Fund			
e 2/26/08			
ht \$86.4626			
d 256 Units of	-\$5,581.06	\$0.00	\$0.00
res Dynamic Mid Cap Growth			
At \$21.801			
d 140 Units of	-\$9,812.66	\$0.00	\$0.00
European ETF		40.00	
e 2/26/08			
At \$70.0904			
d 77 Units of	-\$4,206.65	\$0.00	\$0.00
ee Emg Mtks H/Y Equity	·		
nt \$54.6318			
d 77.28 Units of	-\$77.28	\$0.00	\$0.00
Income TR Treas #38 CL A	•		
e 2/29/08			
nent of Income Received 2/29/08	•		
d 0.694 Units	-\$4.64	\$0.00	\$0.00
mer Intl Bond Fd-A @ \$6.69			
		•	
	-\$1.75	\$0.00	\$0.00
lobal High Yield-A @ \$11.16			
	-\$211.92	\$0.00	\$0.00
Income TR Treas #38 CL A		¥	
	te 2/26/08 At \$86.4626 d 256 Units of Ares Dynamic Mid Cap Growth te 2/26/08 At \$21.801 d 140 Units of I European ETF te 2/26/08 At \$70.0904 d 77 Units of ee Emg Mtks H/Y Equity te 2/26/08 At \$54.6318 d 77.28 Units of Income TR Treas #38 CL A te 2/29/08 nent of Income Received 2/29/08 d 0.694 Units imer Intl Bond Fd-A @ \$6.69 teinvestment of Cash Dividend Due 3/3/08 d 0.157 Units alobal High Yield-A @ \$11.16 teinvestment of Cash Dividend Due 3/3/08 d 211.92 Units of Income TR Treas #38 CL A	At \$86.4626 dd 256 Units of .\$5,581.06 Ares Dynamic Mid Cap Growth te 2/26/08 At \$21.801 dd 140 Units of .\$9,812.66 I European ETF te 2/26/08 At \$70.0904 dd 77 Units of .\$4,206.65 ee Emg Mitks H/Y Equity te 2/26/08 At \$54.6318 dd 77.28 Units of .\$77.28 Income TR Treas #38 CL A te 2/29/08 nent of Income Received 2/29/08 dd 0.694 Units .\$4.64 iner Int! Bond Fd-A @ \$6.69 teinvestment of Cash Dividend Due 3/3/08 dd 0.157 Units .\$1.75 sliobal High Yield-A @ \$11.16 teinvestment of Cash Dividend Due 3/3/08 dd 211.92 Units of .\$211.92 Income TR Treas #38 CL A	At \$86.4626 d 256 Units of

TS000578



Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08	-\$6,857.00	\$0.00	\$0.00
	161,076 Units At \$42,57			
2/28/08	Purchased 526.824 Units of	-\$8,229.00	\$0.00	\$0.00
	Hussman Strategic Growth Fund			
	Trade Date 2/27/08			
	526.824 Units At \$15.62			
2/28/08	Purchased 344.746 Units of	-\$6,857.00	\$0.00	\$0.00
	ING Global Real Estate Fd-A			
	Trade Date 2/27/08			
	344.746 Units At \$19.89	AF 100.00	00.00	00.00
2/28/08	Purchased 205.468 Units of	-\$5,486.00	\$0.00	\$0.00
	Keeley Small Cap Val Fd-A Trade Date 2/27/08			
	205,468 Units At \$26,70			
2/28/08	Purchased 392.137 Units of	-\$10,972.00	\$0.00	\$0.00
220/00	Kinetics Paradigm Fund-No LD	-910,572.00	Ψ0.00	Ψ0.00
	Trade Date 2/27/08	•	•	
	392.137 Units At \$27.98		•	
2/28/08	Purchased 367.668 Units of	-\$6,857.00	\$0.00	\$0.00
	T Rowe Price New Asia	φω, ωω (· μ ω		••••
	Trade Date 2/27/08			
	367.668 Units At \$18.65			*
2/28/08	Purchased 1,049.826 Units of	-\$15,086.00	\$0.00	\$0.00
	Loomis Sayles Bond Fund-Ret		•	
	Trade Date 2/27/08		•	
	1,049.826 Units At \$14.37			
2/28/08	Purchased 1,652.41 Units of	-\$10,972.00	\$0.00	\$0.00
	Oppenheimer Intl Bond Fd-A		•	
	Trade Date 2/27/08			
	1,652.41 Units At \$6.64			

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/5/08	Additions Cash Receipt Addition to Account Lic Holdings, Inc Check #1155 DTD 12/31/07	\$120,000.00	\$0.00	\$0.00
		\$120,000.00	\$0.00	
Total Re	celpts	\$120,000.00	\$491,85	
٠	Disbursements Fees			
3/25/08	Fee Collected Based on A Market Value of \$124,781.17	-\$57.69	\$0.00	\$0.00
3/25/08	Fee Collected Based on A Market Value of \$124,781.17	\$0.00	-\$57.69	\$0.00
		-\$57.69	-\$57.69	
3/14/08	Expenses Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Alexandra Berstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	\$0.00 ·	- \$362 ,3 4	\$0.00
		\$0.00	-\$362.34	



Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary		
Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 1/1/08	\$0,00	\$0.00
Receipts		4.0.0
Dividend Income	\$0.00	\$491.85
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$120,000.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$129,000.00	\$491.85
Disbursements		20.00
Distributions	\$0.00	\$0.00
Fees	-\$57.69	-\$57.69
Expenses	\$0.00	-\$362.34
Taxes	\$0.00	-\$6,250.00
Total Disbursements	-\$57.69	-\$6,670.03
Purchases	-\$388,793.14	\$0.00
Sales/Maturities	\$275,029.01	\$0.00
Asset Transfers	•	
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 3/31/08	\$6,178.18	-\$6,178.18

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	_Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	\$16.66	\$6,125.35	\$6,857.00	-\$731.65	\$69.86
			\$39,770.59	\$42,803.87	-\$3,033.28	\$658.11
Equity Mid Cap Value		,				
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	\$12.56	\$6,456.07	\$6,857.00	-\$400,93	\$131.07
			\$6,456.07	\$6,857.00	-\$400.93	\$131.07
Total Equity			\$90,739,98	\$95,485,59	-\$4,726.21	\$1,505.82
Fixed Income Fixed Income Mutual Funds						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	\$6.76	\$11,174.98	\$10, 976.64	\$198.34	\$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

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Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Deteil

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents Money Market Funds	001045	A 4 00	A			207.00
SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,312.15	\$1.00	\$2,312.15	\$2,312.15	\$0.00	\$27.28
			\$2,312.15	\$2,312.15	\$0.00	\$27.28
Cash Principal Cash			\$6,178.18		•	
·			\$6,178.18	\$0.00	\$0.00	\$0.00
Total Canit & Equivalents			68,490,33	82,312,15	\$0.00	\$27.28
Equity Equity Small Cap Value Mutual Funds Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	\$26.32	\$5,407.92	\$5,486.00	-\$78.08	\$0.00
•			\$5,407.92	\$5,486.00	-\$78.08	\$0.00
Other Domestic Equity						
Hussman Strategic Growth Fund CUSIP: 448108100	526.82	\$15.59	\$8,213.19	\$8,229.00	-\$15.81	\$48.47
iShares S&P Geti Semiconductor Index CUSIP: 484287523	x 54.00	\$49.56	\$2,676.24	\$2,845.25	-\$169.01	\$16.20
Market Vectors Agribusiness CUSIP: 57060U605	47.00	\$53.61	\$2,519.67	\$2,787.10	-\$267.43	\$0.00

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Beamtra L. Bernstein (rev. Trust

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STANFORD TRUST COMPANY

445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

Administrator: Eliska M. Lynch Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor Trustee for The Alexandra L. Bernstein Irrevocable Trust STBR10043

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Please visit our website @ www.stanfordtrustco.com

Alexandra Bernstein c/o Simon Bernstein 15807 Menton Bay Ct. Delray Beach, FL 334446 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 586 of 1000 PageID #:5026

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

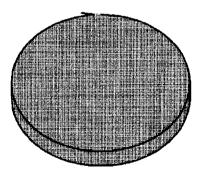
Market Value Reconciliation

(Included in Total Above)

	This Period	1/1/07 to 12/31/07
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses	\$0.00	\$0.00

Asset Allocation Summary

		Balance	
	100%	Cash & Equivalents	\$17,073.86
-	100%	Total Assets Value	\$17,073.86



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

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Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

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Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

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Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	Beginning Balance	\$0.00	\$0.00	
12/26/07	Receipts Additions Cash Receipt Deposits Arbitrage International Ck#2778 DTD 10/7/07	\$17,073.86	\$0.00	\$0.00
Total Rec	eipts	\$17,073.86	\$0.00	
12/26/07	Purchases Purchases Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0 .00	\$0.00
Total Pur	chases	-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

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Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents Money Market Funds SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total All Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

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	Teasury U.S. Income Tax Return for Estates and Tr	usis	ges: 1025 200 0
calendar year 2006 or fisc			OMB No. 1545-00
Type of entity: Decedent's estate	Name of estate or trust (if a grantor type trust, see page 12 of the instruction	, .	oyer identification numbe 20 7294112
Simple trust	ALEXANDRA BERNSTEIN IRREVOCABLE TRUST		ntity created
Complex trust	Name and title of fiduciary		09/01/2006
Oualified disability trust		E None:	kempt charitable and split-
ESBT (S portion only)	STANFORD TRUST COMPANY, TRUSTEE	intere	st trusts, check applicable
Grantor type trust	Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)	boxes	(see pg 13 of the instr.):
Bankruptcy estate-Ch. 7	445 NORTH BOULEVARD, 8TH FLOOR EAST		Described in section 4947(s)(1)
Bankruptcy estate-Ch. 11	City or town, state, and ZIP code		Not a private foundation
Pooled income fund	BATON ROUGE, LA 70802		Described in section 4947(a)(2)
lo. of Sch K-1	F Check X Initial return Final return Amended return	Char	ige in trust's name
ttached ▶ 0	boxes: Change in fiduciary Change in fiduciary's name	Char	ige in fiduciary's address
	ge page 14 of the instructions): Bought Sold Date;		
1 Interest income		1	
2 a Total ordinary divi			
b Qualified dividends	allocable to: (1) Beneficiaries (2) Estate or trust	-	
	r (loss). Attach Schedule C or C-EZ (Form 1040)		
	s). Attach Schedule D (Form 1041)		
	artnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)		
	oss). Attach Schedule F (Form 1040)		
	oss). Attach Form 4797		
8 Other income. List		8	
	nbine lines 1, 2a, and 3 through 8	9	
	orm 4952 is attached		10
12 Fiduciary fees		. 12	
	on (from Schedule A, line 7)		
	nt, and return preparer fees		
	ot subject to the 2% floor (attach schedule)		
b Altowable miscella	neous itemized deductions subject to the 2% floor	. 15b	
16 Add lines 10 throu		▶ 16	
	me or (loss). Subtract line 16 from line 9		
	n deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)		
	n including certain generation-skipping taxes (attach computation)		
20 Exemption		20	100
21 Add lines 18 throu		≥ 21	100
22 Taxable income. S	ubtract line 21 from line 17. If a loss, see page 20 of the instructions	22	<10
23 Total tax (from Sc		23	6,24
	estimated tax payments and amount applied from 2005 return	. 24a	
b Estimated tax payr	nents allocated to beneficiaries (from Form 1041-T)	24b	
c Subtract line 24b f		24c	
d Tax paid with Form	7004 (see page 20 of the instructions)	24d	
	withheld. If any is from Form(s) 1099, check	1 1	
f Credit for federal to	lephone excise tax paid. Attach Form 8913	24f	
Other payments: g	Form 2439; h Form 4136; Total 🕨	241	
25 Total payments. A	dd lines 24c through 24f, and 24i	25	
26 Estimated tax pena	lty (see page 20 of the instructions)	26	
27 Tax due. If line 25	is smaller than the total of lines 23 and 26, enter amount owed #		6,24
•	ne 25 is larger than the total of lines 23 and 26, enter amount overpaid	28	
29 Amount of line 28			
Under penalties of perjur and belief, it is true, corre	O be: a Credited to 2007 estimated tax i hefunded i	knowledge owledge.	May the IRS discuss this
re			return with the preparer shown below (see instr.)?
Signature of fiducia	y or officer representing fiduciary Date EIN of fiduciary if a financial institution		X Yes N
	Date Date Check if self-	Pren	arer's SSN or PTIN
Preparer's	$AU \cup A \cup A \cup A \cup A \cup A \cup A \cup A \cup A \cup A \cup$		
Preparer's signature	(0) 8 (V ' employed	P	00127193
signature		EIN P	59 214715
signature /2	GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300		·

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(Rev	m 7004 December 2006 Interest of the Trease and Revenue Service	Certain Business In		OMB No. 1545- 0238		
	pe or	Name	a achai ata ah	plication for each return.	Identi	fying number
-	int	Alexandra Bernstein Irro	20-7	294112		
date	by the due e for the ms for which	Number, street, and noom or suite no. (If c/o Goldstein Lewin & C		tructions.) W Corp. Blvd. Suite 300E	1	
requ	extension is uested. See ructions.	City, town, state, and ZIP code (if a forei postal code)). Boca Raton, FL 33431	gn address, enter	city, province or state, and country (follow the country's p	vactice for	entering
No	te. See in s t	ructions before completing	this form.			
1	Enter the for	m code for the return that this ap	plication is for	(see below)		05
2	If the foreign	corporation does not have an off	ice or place of	business in the United States, check here		
3	If the organiz	ration is a corporation or partners	hic that qualifi	es under Regulations section 1.6081-5, chec	k here. (, п
40	_	•	•	ning, 20, and ending, 20		J
+a k	* .	er. If this tax year is less than 12	•			
	Initial re			n accounting period 🔲 Consolidated r	etum to	be filed
5	check here If checked, a		•	nt of a group that intends to file a consolidated ad Employer Identification Number (EIN) for e		
6	Tentative tot	al tax	······································		6	0.00
7	Total payme	nta and credits (see instructions)	••••••••		7	0.00
8	Electronic F	ederal Tax Payment System (E	FTPS), a Fed	nust deposit this amount using the leral Tax Deposit (FTD) Coupen, or exceptions)	8	0.00
Apr ls F	olication		Form Code	Application is For:		Form
	oi.		Code	Form 1120-H		Code 17
	m 708-GS(T)	<u> </u>	02			1.0
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	e y'd tys		.)	Form 1120-PC		21
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2	•			ge 21 of the instructions			2			
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3	Conital asing for	the terrior allegated t		manently set aside for cl						
4							4			
5	Add lines 3 and 4						5			
6				nently set aside for charit			6			
7			from 5. Enter here and o				7			
S	<u> </u>		<u>bution Deduction</u>							
1			he instructions)				1			
2	Adjusted tax-exe						2			
3) (see page 22 of the ins			3			
4				ion 1202 exclusion)			4			
5	Capital gains for	the tax year included o	n Schedule A, line 1 (se	page 22 of the instructi	ons)		5			
6	Enter any gain fro	om page 1, line 4, as a	negative number. If pag	e 1, line 4, is a loss, ente	r the					
	loss as a positive	number					6			
7				ero or less, enter -0-			7			
8	If a complex trus	t, enter accounting inc	ome for the tax year as							
	determined unde	r the governing instru	ment and applicable loca	l law	8	0.				
9	Income required	to be distributed curre	ntly				9			
10	Other amounts pa	aid, credited, or other					10			
11							11			
12							12			
13				ne 11			13			
14				e 7. If zero or less, enter			14			
15				ne 14 here and on page			15			
			tion (see page 23 of th							
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4		om line 1d. If zero or k					4			0.
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5							5			
5			chedule H (Form 1040)				6			245.
			here and on page 1, line			6.245	7		7	
	Other Infor			EC. 641(C):					Yes	
1						enses.	 .		ļ	X
_				erest dividends 🕨 🖇 _						
2				ary, wages, and other co		•				
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3				ve an interest in or a sign						
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	See page 25 of the	e instructions for exc	eptions and filing require	ments for Form TD F 90-	22.1. If "Yes," en	iter				1
		oreign country 🕨 _								
4	During the tax ye	ar, did the estate or tre	ist receive a distribution	from, or was it the grant	or of, or transfer	or to,				
				3520. See page 25 of th		*				X
5	Did the estate or	trust receive, or pay, a	ny qualified residence in	terest on seller-provided	financing? If "Y	es,"			1	1
	see page 25 for r	equired attachment							_ L	X
6	If this is an estate	or a complex trust m	aking the section 663(b)	election, check here (see	page 25 of the	instructions)		▶ 🗀]	
7						he instructions] .	1
В						ng the estate, and check]	
_9				page 25 of the instruction	_				X	<u></u>
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Case: 17-3595

Document: 12-9

Filed: 03/12/2018

Pages: 1025

Electing Small Business Trust Tax Calculation 2006 1041 Employer ID Number Name of Trust ALEXANDRA BERNSTEIN IRREVOCABLE TRUST 20-7294112 Income Interest SEB STATEMENT 3 84. Total Ordinary Dividends Less; Qualified Dividends Net Dividends 17,758. Other Ordinary Income SEE STATEMENT 4 Net Short-Term Capital Gain Ordinary Gains _____ Other Income _____ 17,842. Total Income ______ **Deductions** Interest ____ Taxes ______ Fiduciary Fees _____ Charitable Deduction _____ Attorney, Accountant, Return Preparation Fees _____ Other Deductions - Not Subject to 2% Limit Other Deductions - Subject to 2% Limit Total Deductions **Tax and Credits** Taxable Income ____ Tax - 35% _____ Net Long-Term Capital Gain and Qualified Dividends Tax ____ Total Regular Tax _____ 6,245. Alternative Minimum Tax 6,245. Total Tax _____ Credits _____ Recapture and Other Taxes _____ Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 596 of 1000 PageID #:5036

Case: 17-3595 Document: \$120 RPORATION en or \$120 RPORATION | 2018

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Form 1041 (2006)

Form 1041 (2008) ALEXANDRA BERNSTEIN IRREVOCABLE TRUST

20-7294112 Page 3

Schedule | Alternative Minimum Tax (see pages 26 through 32 of the instructions)

Pa	t I - Estate's or Trust's Share of Alternative Minimum Taxable Income		
1	Adjusted total income or (loss) (from page 1, line 17)	11	17,842.
2	Interest		
3	Taxes		
4	Miscellaneous itemized deductions (from page 1, line 15b)		
5	Refund of taxes)
6	Depletion (difference between regular tax and AMT)		
7	Net operating loss deduction. Enter as a positive amount	7	
8	Interest from specified private activity bonds exempt from the regular tax		
9	Qualified small business stock (see page 27 of the instructions)		
10	Exercise of incentive stock options (excess of AMT income over regular tax income)	10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box †2, code A)		
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)		
13	Disposition of property (difference between AMT and regular tax gain or loss)		
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	14	
15	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 5		<13.
16	and a second control of the second control o		
17		17	
18	Long-term contracts (difference between AMT and regular tax income)	18	
19	Mining costs (difference between regular tax and AMT)	19	
20	Research and experimental costs (difference between regular tax and AMT)	20	
21		21 ()
22	Intangible drilling costs preference		
23	Other adjustments, including income-based related adjustments	23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)	24 (
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24	25	17,829.
	Note: Complete Part II below before going to line 26.	1	
26		0.	
27			
28	Add lines 26 and 27	28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.	29	17,829.
	If line 29 is:		
	\bullet \$22,500 or less, stop here and enter -0- on Schedule G, fine 1c. The estate or trust is not liable for the alternative minimum tax.		
	• Over \$22,500, but less than \$165,000, go to line 45.		
	• \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.		
	t II - Income Distribution on a Minimum Tax Basis		
	Adjusted alternative minimum taxable income (see page 30 of the instructions)		
31	Adjusted tax-exempt interest (other than amounts included on line 8)		
32		32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for		
	charitable purposes (from Schedule A, line 4)	. 33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25		
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount		
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-		
38	Income required to be distributed currently (from Schedule B, line 9)		
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)		
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)		
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	

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line 43. Enter here and on line 26

43 Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-

44 Income distribution deduction on a minimum tax basis. Enter the smaller of line 42 or

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 597 of 1000 PageID #:5037 CORPORATION PORTION

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025 Form 1041 (2006)ALEXANDRA BERNSTEIN IRREVOCABLE TRUST 20-7294112 Page 4 Part III - Alternative Minimum Tax 45 Exemption amount 45 \$22,500 46 Enter the amount from line 29 47 Phase-out of exemption amount 47 \$75,000 48 Subtract line 47 from line 46. If zero or less, enter -0-49 Multiply line 48 by 25% (.25) 49 50 Subtract line 49 from line 45. If zero or less, enter -0-50 51 Subtract line 50 from line 46 17,829. 51 52 Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Otherwise, if line 51 is - \$175,000 or less, multiply line 51 by 26% (.26). Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result 52 4,636. 53 Alternative minimum foreign tax credit (see page 31 of the instructions) 53 54 Tentative minimum tax. Subtract line 53 from line 52 4,636. 54 55 Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a) 6,245.55 56 Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule 6, line 1c 56 Part IV - Line 52 Computation Using Maximum Capital Gains Rates Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part. 57 Enter the amount from line 51 57 58 Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as refigured for the AMT, if necessary) 58 59 Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as refigured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-59 60 If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary) 61 Enter the smaller of line 57 or line 60 61 62 Subtract line 61 from line 57 62 63 If line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract \$3,500 from the result 63 64 Maximum amount subject to the 5% rate 65 Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete 65 Schedule D or either worksheet for the regular tax, enter -0-66 Subtract line 65 from line 64. If zero or less, enter -0-67 Enter the smaller of line 57 or line 58 67 68 Enter the smaller of line 66 or line 67 69 Multiply line 68 by 5% (.05) 69 70 Subtract line 68 from line 67 71 Multiply line 70 by 15% (.15) 71 If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72. 73 Multiply line 72 by 25% (.25) 73

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74 Add lines 63, 69, 71, and 73

75 If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by

76 Enter the smaller of line 74 or line 75 here and on line 52

28% (.28%) and subtract \$3,500 from the result

74

75

76

Form 1041 (2006)

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ALEXANDRASSERUSTRENOCABERITRES Filed: 03/12/2018 Pages 21/02294112

FORM 1041	LATE	LATE PAYMENT INTEREST				
DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE INTEREST RATE CHANGE DATE FILED	04/15/07 06/30/07 10/15/07	6,245.	6,245 6,337 6,487	0800		92. 150.
	MATERIA MA					242.
	TEREST	DAVMENT DE	VT.TANS		- GT A T	
TOTAL LATE PAYMENT IN FORM 1041 DESCRIPTION		PAYMENT PE		VCE M	STAT	PENALTY
FORM 1041	LATE	AMOUNT	r BALAN	VCE M		PEMENT 2

ESBT	·····	INTEREST	······································	STATEMENT	3
DESCRIPTION		U.	s. Interest	OTHER TAXABI	LE
LIC HOLDINGS, INC R	EGULAR INTERE	ST	0.		84.
SUBTOTALS			0.		84.
TOTAL INTEREST					84.
ESBT	OTHER	ORDINARY INCO	ME	STATEMENT	4
DESCRIPTION				AMOUNT	
FROM - LIC HOLDINGS, I	NC.			17,7	58.
TOTAL TO ESBT WORKSHEE	T			17,7	58.
ESBT SCHEDULE I	PASSIV	E ACTIVITY LOS	S	STATEMENT	5
		NET INCOM	E (LOSS)		
NAME OF ACTIVITY	FORM	AMT	REGULAR	ADJUSTMEN'	r
LIC HOLDINGS, INC.	SCH E	17,745.	17,758.	<:	13.
TOTAL TO SCHEDULE I, L	INE 15			<:	13.

		CURRENT	YEAF	t	PRIOR Y		OVERALL GA	IN OR LOSS
NAME OF ACTIVITY	NET	INCOME	NET	LOSS	LOSS		GAIN	LOSS
LIC HOLDINGS, INC.	1	7,758.		0.		0.	17,758.	0.
TOTALS	1	.7,758.		0.		0.	17,758.	0.

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· ALEXANDRABERNSTETN5IRREVOCABEETTRUST	Filed: 03/12/2018	Pages2192294112

ESBT FORM 8582	S	UMMARY OF	PASSIVE A	CTIVITIES	STA	TEMENT
R R E A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS,	SCH E	17,758.	0	. 17,758.	0.	0
TOTALS		17,758.	0	17,758.	0.	0
		ED DUE TO	CURRENT Y	EAR NET ACTI	VITY INCOM	E0
TOTAL TO FORM 8582	, LINE 11	ALTERNATI	VE MINIMUI	M TAX	STA	
TOTAL TO FORM 8582	OTHER	ALTERNATI	VE MINIMUI TIVITIES	M TAX - WORKSHEET RIOR YEAR	STA	0 PEMENT
TOTAL TO FORM 8582 ESBT FORM 8582	OTHER	ALTERNATI PASSIVE AC CURRENT YE	VE MINIMUI TIVITIES	M TAX - WORKSHEET	STA'	0 PEMENT
PRIOR YEAR CARRYOV TOTAL TO FORM 8582 ESBT FORM 8582 NAME OF ACTIVITY LIC HOLDINGS, INC.	OTHER	ALTERNATI PASSIVE AC CURRENT YE	VE MINIMUI TIVITIES -	M TAX - WORKSHEET RIOR YEAR JNALLOWED	STA' 3 OVERALL GA	O TEMENT IN OR LOS

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

ARBITRAGE INTERNATIONAL MANAGEMENT	LTC WAC	HOVIA BANK, N.A.		2778
950 PENINSULA CORPORATE CIRCLE SUITE 3010 BOCA RATON, FL 33487		63-643/670	10/7/07	
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	ent three	mos /		
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TRUST AGREEMENT FOR THE CARLY ESTHER FRIEDSTEIN IRREVOCABLE

TRUST

September 7, 2006

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

TRUST AGREEMENT

FOR THE

CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Carly Esther Friedstein Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1 BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, CARLY ESTHER FRIED STEIN ("Beneficiary")

ARTICLE 2 TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule $\underline{\mathbf{A}}$, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule $\underline{\mathbf{A}}$ to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3 IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4 ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

INITIALS	
CARLY ESTHER FRIEDSTEIN IRRI	VOCABLE TRUST

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4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

- 4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.
- 4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

Article 5 Provisions Governing Trustees

The following provisions apply to all Trustees appointed under this Trust Agreement:

- 5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.
- 5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.
- 5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.
- 5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

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5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

- 5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.
- 5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.
- 5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.
- 5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

3

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5.10 Successor Trustee. In the event the initial Trustee, Gerald R. Lewin, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6 PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7 FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

- 7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.
- 7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.
- 7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

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7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

- 7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.
- 7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.
- 7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.
- 7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.
- 7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms

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of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and wellbeing of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

- 7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.
- 7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.
- 7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.
- 7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.
- 7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

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7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

- 7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.
- 7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.
- 7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.
- 7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

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7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

- 7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.
- 7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.
- 7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.
- **7.24** Advances. To make cash advances or loans to beneficiaries, with or without security.
- 7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.
- **7.26 Depreciation.** To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.
- 7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.
- 7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint

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a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

- **7.29** Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.
- 7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:
 - To retain and operate the property for as long as it deems advisable;
 - To control, direct, and manage the property, determining the manner and
 extent of its active participation in these operations, and to delegate all or
 any part of its supervisory power to other persons that it selects;
 - To hire and discharge employees, fix their compensation, and define their duties;
 - To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
 - Except as otherwise provided with respect to mandatory income
 distributions, to retain any amount of the net earnings for working capital
 and other purposes that it deems advisable in conformity with sound and
 efficient management; and
 - To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8 SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal

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Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

- 8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.
- 8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:
- (a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.
- (b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.
- (c) **Principal Invasions**. If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).
- (d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.
- (e) Termination of QSST Status. If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the

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beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a OSST.

ARTICLE 9 PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10 Administration and Construction

- 10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.
- (a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.
- (b) Trustee's Decision. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.
- (c) Standard of Living. Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.
- 10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.
- (a) Pecuniary Gifts. All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.
- (b) Adjustments. The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts.

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The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

- 10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.
- 10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.
- (a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.
- (b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.
- (c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.
- 10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 **Definitions.** As used in this Trust Agreement, the following terms have the meanings set forth below:

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(a) Trustees.

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(1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.

(2) Corporate Trustee means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

- (1) Internal Revenue Code means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
- The terms health, education, support, and maintenance are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books,

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fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) Related Person as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) Other Terms.

- (1) Distributions that are to be made to a person's **descendants**, **per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.
- (2) Disabled or under a disability means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.
- (3) Removal of a Trustee for cause includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.
- (4) The words will and shall are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

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indicated; as used in this Trust Agreement, the word may means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

- 11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.
 - (a) A general power of appointment granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
 - (b) A special power of appointment is any power that is not a general power.
 - (c) A testamentary power of appointment (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
 - (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by swom statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.
- 11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) Facts. A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of

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birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

- (b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.
- 11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.
- 11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.
- 11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.
- 11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

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Schedule A Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

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Document: 12-9

Filed: 03/12/2018

Pages: 1025



445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

Administrator: Eliska M. Lynch Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor Trustee for The Carly Esther Friedstein Irrevocable Trust STBR10044

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Please visit our website @ www.stanfordtrustco.com

10000 - 0000 Z

Simon Bernstein 950 Peninsula Corp. Circle, Ste 3010 Boca Raton, FL 33487-1387



445 North Blvd, Suite 820 Baton Rouge, LA 70802

Account Summary

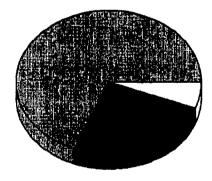
Asset A

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Market Value Reconciliati	on	
	This Period	1/1/08 to 3/31/08
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,726.58	-\$6,726.58
Income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.74	\$12,098.74
Ending Market Value	\$125,864.01	\$125,864.01
Realized Gains/Losses (Included in Total Above)	-\$52.67	-\$52.67

		Total Portfolio Value	\$125,864,01
		Total Liabilities Value	-\$6,177.04
	100%	Total Assets Value	\$132,041.05
	6%	Cash & Equivalents	\$8,490.33
	25%	Fixed Income	\$32,811.35
	69%	Equity	\$90,739.37
		Asset Class	Balance
lloca	tion Su	200-20-21-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-	



investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	\$20.49	\$5,245.44	\$5,581.08	-\$335.62	\$0.00
			\$18,654.55	\$19,442.41	-\$787.86	\$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$6, 857.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
			\$16,439.33	\$16,669.66	-\$230,33	\$703.89
Equity International Emerging Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4,206.65	-\$195.72	\$37.58
			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161. 88	\$40.91	\$6,622.31	\$6,888.94	-\$266.63	\$160.42
iShares MSCi Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5,620.07	-\$613.12	\$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	\$ 17.95	\$2,656.60	\$2,809.04	-\$152.44	\$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8,33	\$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. income
Ploneer Global High Yield Fund CUSIP: 72369G108	612.94	\$11.06	\$6,779.07	\$6,858.75	-\$79.68	\$619.68
Total Fixed Income			\$22.811.35	\$33,007.58	-\$196,23	\$2,297.09
Total All Assets			\$132,041.05	\$130,786.46	-\$4,922.45	\$3,919.71
Liabilities Income Cash			-\$6,177.04		· · · · · · · · · · · · · · · · · · ·	
Total LiabiRies			-86 ,177.04	\$0.00	\$6.60	1 80
Total All Liabilities			-\$6,177.04	\$0.00	\$0.00	\$0.00
Portfolio Grand Total		<u></u>	\$125,864.01	\$130,786.46	-\$4,922.45	\$3,919.71

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Transaction Detail

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
1/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			•
	Dividend income			
1/2/08	Cash Receipt of Dividend Earned on	\$0.00	\$13.61	\$0.00
	SEI Daily Income Prime Obl #34	•		
	Dividend from 12/1/07 to 12/31/07			
2/1/08	Cash Receipt of Dividend Earned on	\$0.00	\$64.52	\$0.00
	SEI Daily Income Prime Obl #34			
	Dividend from 1/1/08 to 1/31/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$211.92	\$0.00
	SEI Daily Income Prime Obl #34			
	Dividend from 2/1/08 to 2/29/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$77.28	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Dividend from 2/1/08 to 2/29/08		A . = .	
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$4.64	\$0.00
	Oppenheimer Intl Bond Fd-A		•	
	Dividend from 2/1/08 to 2/29/08	4	A	
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$1.75	\$0.00
	Pioneer Globat High Yield-A			
	Dividend from 2/1/08 to 2/29/08	44.44	404.04	AA AA
3/24/08	Cash Receipt of Dividend Earned on	\$0.00	\$31.94	\$0.00
	American Capital World G&I-F			
- 10 0 10 0	\$0.1983/Unit on 161.076 Units Due 3/24/08	60.00	¢0¢ 40	40.00
3/26/08	Cash Receipt of Dividend Earned on	\$0.00	\$86.19	\$0.00
	Loomis Sayles Bond Fund-Ret			
	\$0.0821/Unit on 1,049.826 Units Due 3/25/08			
		\$0.00	\$491.85	

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
3/17/08	Taxes Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Carly Friedstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250.00	\$0.00
	- -	\$0.00	-\$6,250.00	
Total Dis	sbursements	-\$57.69	-\$6,668.89	
1/2/08	Purchases Purchases Purchased 13.61 Units of SEI Daily Income Prime Obl #34	-\$13.61	\$0.00	\$0.00
2/1/08	Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07 Purchased 64.52 Units of SEI Daily Income Prime Obl #34	-\$64.52	\$0.00	\$0.00
2/5/08	Trade Date 1/31/08 Reinvestment of Income Received 1/31/08 Purchased 120,000 Units of SEI Daily Income Prime Obl #34	-\$120,000.00	\$0.00	\$0.00
2/20/08	Trade Date 2/5/08 Purchased 137,151.99 Units of SEt Daily Income TR Treas #36 CL A Trade Date 2/20/08	-\$137,151.99	\$0.00	\$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value 1 Trade Date 2/27/08 514.018 Units At \$13.34	-\$6,857.00	\$0.00	\$0.00

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612,779 Units of	-\$6,857.00	\$0.00	\$0.00
,	Pioneer Global High Yield-A	•		
•	Trade Date 2/27/08			
	612,779 Units At \$11.19			
2/29/08	Purchased 148 Units of	-\$2,809.04	\$0.00	\$0.00
	Shares MSCI Hong Kong			
	Trade Date 2/26/08			
	148 Units At \$18.98			
/29/08	Purchased 47 Units of	-\$2,787.10	\$0.00	\$0.00
	Market Vectors Agribusiness			
	Trade Date 2/26/08			
	47 Units At \$59.30		_	
2/29/08	Purchased 56 Units of	-\$1,426.66	\$0.00	\$0.00
	iShares MSCI Switzerland Index			
	Trade Date 2/26/08			
	56 Units At \$25.476			
2/29/08	Purchased 55 Units of	-\$2,800.02	\$0.00	\$0.00
	Market Vectors Russia ETF			
•	Trade Date 2/26/08			
	55 Units At \$50.9094			A.
2/29/08	Purchased 54 Units of	-\$2,845.25	\$0.00	\$0.00
	IShares S&P Gsti Semiconductor Index			
	Trade Date 2/26/08			
	54 Units At \$52.6899		A	60.00
2/29/08	Purchased 123 Units of	-\$2,810.32	\$0.00	\$0.00
	iShares MSCI United Kingdom			
	Trade Date 2/26/08			
	123 Units At \$22.8481	44 744 44	40.00	ድስ ሰብ
2/29/08	Purchased 213 Units of	-\$2,728.34	\$0.00	\$0.00
	iShares MSCI Singapore			
	Trade Date 2/26/08			
	213 Units At \$12.8091			

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/19/08	Purchased 27 Units of	-\$1,318.14	\$0.00	\$0.00
	Market Vectors Russia ETF			
	Trade Date 3/14/08			
	Paid \$1.08 Brokerage			
	27 Units At \$48.779983			
3/20/08	Purchased 1,373.99 Units of	-\$1,373.99	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/20/08			
3/24/08	Purchased 0.799 Units	-\$31.94	\$0.00	\$0.00
	American Capital World G&I-F @ \$39.96			
	through Reinvestment of Cash Dividend Due 3/24/08			
3/26/08	Purchased 6.13 Units	-\$86 .19	\$0.00	\$0.00
	Loomis Sayles Bond Fund-Ret @ \$14.06			
	through Reinvestment of Cash Dividend Due 3/25/08			
Total Pul	chases	-\$388,793.14	\$0.00	
	Sales/Maturities			
	Sales/Maturities			.
2/20/08	Sold 137,151.99 Units of	\$137,151.99	\$0.00	\$0.00
	SEI Daily Income Prime Obl #34			
	Trade Date 2/20/08		•	
2/28/08	Sold 85,030 Units of	\$85,030.00	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 2/28/08		**	4
2/29/08	Sold 43,427.17 Units of	\$43,427.17	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 2/29/08	4004.00	An an	^
3/14/08	Sold 361.2 Units of	\$361.20	\$0.00	\$0 .00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/14/08			

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Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

	Principal Cash	income Cash	Realized G/L
Sold 6,250 Units of	\$6,250.00	\$0.00	\$0.00
SEI Daily Income TR Treas #38 CL A			
Trade Date 3/17/08			
Sold 1,318.14 Units of	\$1,318.14	\$0.00	\$0.00
SEI Daily Income TR Treas #38 CL A	•		
Trade Date 3/19/08			
Sold 56 Units of	\$1,373.99	\$0.00	-\$52.67
Shares MSCI Switzerland Index	• •		
Trade Date 3/17/08			
Paid \$2.24 Brokerage			
Paid \$0.02 SEC Fee			
St Capital Loss of \$52.67- on Federal Cost			
· ·			
Sold 115.38 Units of	\$115.38	\$0.00	\$0.00
•	¥.13.33	43.55	·
Trade Date 3/25/08			
es/Maturitles	\$275,027.87	\$0.00	
Ending Balance	\$6,177.04	-\$6,177.04	
	SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08 Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08 Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid \$2.24 Brokerage Paid \$0.02 SEC Fee St Capital Loss of \$52.67- on Federal Cost Federal Tax Cost \$1,426.66 56 Units At \$24.575952 Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08 Sold 1,318.14 Units of \$1,318.14 SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08 Sold 56 Units of \$1,373.99 IShares MSCI Switzerland Index Trade Date 3/17/08 Paid \$2.24 Brokerage Paid \$0.02 SEC Fee St Capital Loss of \$52.67- on Federal Cost Federal Tax Cost \$1,426.66 56 Units At \$24.575952 Sold 115.38 Units of \$115.38 SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08 ss/Maturities \$275,027.87	SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08 Sold 1,318.14 Units of \$1,318.14 \$0.00 SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08 Sold 56 Units of \$1,373.99 \$0.00 Shares MSCI Switzerland Index Trade Date 3/17/08 Paid \$2.24 Brokerage Paid \$0.02 SEC Fee St Capital Loss of \$52.67- on Federal Cost Federal Tax Cost \$1,426.66 56 Units At \$24.575952 Sold 115.38 Units of \$115.38 \$0.00 SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08 se/Maturities \$275,027.87 \$0.00



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund	-\$5,620.07	\$0.00	\$0.00
	Trade Date 2/26/08			
	65 Units At \$86.4626			
2/29/08	Purchased 256 Units of	-\$5,581.06	\$0.00	\$0.00
	Powershares Dynamic Mid Cap Growth			
	Trade Date 2/26/08			
	256 Units At \$21.801	_	•	A- AA
2/29/08	Purchased 140 Units of	-\$ 9,812.66	\$0.00	\$0.00
	Vanguard European ETF			
	Trade Date 2/26/08			
	140 Units At \$70.0904		**	
2/29/08	Purchased 77 Units of	-\$4,206.65	\$0.00	\$0.00
	Wiedomtree Emg Mtks H/Y Equity			
	Trade Date 2/26/08	•		
	77 Units At \$54.6318		*	40.00
3/3/08	Purchased 77.28 Units of	-\$77.28	\$0.00	\$0.00
	SEI Daily income TR Treas #38 CL A			
	Trade Date 2/29/08			
	Reinvestment of Income Received 2/29/08	A	** **	40.40
3/3/08	Purchased 0.694 Units	-\$4.64	\$0.00	\$0.00
	Oppenheimer Inti Bond Fd-A @ \$6.69			
	through Reinvestment of Cash Dividend Due 3/3/08	A	AA	40.00
3/3/08	Purchased 0.157 Units	-\$1.75	\$0.00	\$0.00
	Ploneer Global High Yield-A @ \$11.16			
	through Reinvestment of Cash Dividend Due 3/3/08	*	**	40:00
3/6/08	Purchased 211.92 Units of	-\$211.92	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/6/08			



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
2/28/08	Purchased 161,076 Units of	-\$6,857.00	\$0.00	\$0.00
	American Capital World G&I-F			
	Trade Date 2/27/08			
	161.076 Units At \$42.57			
2/28/08	Purchased 526.825 Units of	-\$8,229.00	\$0.00	\$0.00
	Hussman Strategic Growth Fund			
	Trade Date 2/27/08			
	526.825 Units At \$15.62			
2/28/08	Purchased 344.746 Units of	-\$6,857.00	\$0.00	\$0.00
	ING Global Real Estate Fd-A			
	Trade Date 2/27/08			
	344.746 Units At \$19.89			
2/28/08	Purchased 205.468 Units of	-\$5,486.00	\$0.00	\$0.00
	Keeley Small Cap Val Fd-A			
	Trade Date 2/27/08	•	•	
	205.468 Units At \$26.70			
2/28/08	Purchased 392.137 Units of	-\$10,972.00	\$0.00	\$0.00
	Kinetics Paradigm Fund-No LD			
	Trade Date 2/27/08			
	392.137 Units At \$27.98		•	
2/28/08	Purchased 367.667 Units of	-\$6,857.00	\$0.00	\$0.00
	T Rowe Price New Asia			
	Trade Date 2/27/08			
	367.667 Units At \$18.65			
2/28/08	Purchased 1,049.826 Units of	-\$15,086.00	\$0.00	\$0.00
	Loomis Sayles Bond Fund-Ret			
	Trade Date 2/27/08			
	1,049.826 Units At \$14.37			
2/28/08	Purchased 1,652.41 Units of	-\$10,972.00	\$0.00	\$0.00
	Oppenheimer Intl Bond Fd-A			
	Trade Date 2/27/08			
	1,652.41 Units At \$6.64			

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
2/5/08	Additions Cash Receipt Addition to Account Lic Holdings, Inc Check #1158 DTD 12/31/07	\$120,000.00	\$0.00	\$0.00
		\$120,000.00	\$0.00	
Total Re	celpts	\$120,000.00	\$491.85	
3/25/08	Disbursements Fees Fee Collected	-\$57.69	\$0.00	\$0.00
3/25/08	Based on A Market Value of \$124,782.31 Fee Collected Based on A Market Value of \$124,782.31	\$0.00	-\$57.69	\$0.00
	-	-\$57.69	-\$57.69	
3/14/08	Expenses Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Carly Friedstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	\$0.00	-\$361,20	\$0.00
		\$0.00	-\$361.20	•

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Transaction Summary

Statement of Value and Activity

Transaction Summary	and the state of t	
Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts	•	
Dividend Income	\$0.00	\$491.85
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$120,000.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$120,000.00	\$491.85
Disbursements		
Distributions	\$0.00	\$0.00
Fees	-\$57.69	-\$57.69
Expenses	\$0.00	-\$361.20
Taxes	\$0.00	-\$6,250.00
Total Disbursements	-\$57.69	-\$6,668.89
Purchases	-\$388 ,793.14	\$0.00
Sales/Maturities	\$275,027.87	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 3/31/08	\$6,177.04	-\$6,177.04
	Ani 1119Au	44,11104

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613807	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57080U506	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	\$16.66	\$6,125.33	\$6,857.0 0	-\$731.67	\$69.86
			\$39,770.57	\$42,803.87	-\$3,033.30	\$658.11
Equity Mid Cap Value					,	
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	\$12.56	\$6,456.07	\$6,857.00	-\$400.93	\$131.07
			\$6,456.07	\$6,857.00	-\$400.93	\$131.07
Total Equity			\$90,739:97	\$98,465,59	\$4,728,22	\$1,595.32
Fixed Income	•				•	
Fixed Income Mutual Funds Oppenhelmer International Bond Fund CUSIP: 68360T103	1,653.10	\$6.76	\$11,174.98	\$10,976.64	\$198.34	\$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

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445 North Blvd, Suite 820 Baion Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

Administrator: Eliska M. Lynch Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor Trustee for The Carly Esther Friedstein Irrevocable Trust STBR10044

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Please visit our website @ www.stanfordtrustco.com

Carly Friedstein c/o Simon Bernstein 15807 Menton Bay Ct. Delray Beach, FL 33446 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 637 of 1000 PageID #:5077

This Period

\$17,073.86

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$17,073.86

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1/1/07 to 12/31/07

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$17,073.86

\$17,073.86

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

Market Value Reconciliation

Beginning Market Value

Fees/Expenses/Taxes

Capital Gain Distributions

Non Cash Asset Changes

Change in Market Value

Ending Market Value

Realized Gains/Losses (Included in Total Above)

Additions

Income

Distributions

Asset Transfers

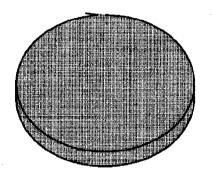
Account Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Allocation Summary

		Asset Class	Balance
	100%	Cash & Equivalents	 \$17,073.86
estines.	100%	Total Assets Value	 \$17,073.86



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

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Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		,
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

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Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

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Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	Beginning Balance	\$0.00	\$0.00	
12/26/07	Receipts Additions Cash Receipt Deposits Arbitrage International Ck#2784 DTD 10/3/07	\$17,073.86	\$0.00	\$0.00
Total Rec	ceipts	\$17,073.86	\$0.00	
12/26/07	Purchases Purchases Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0.00	\$0.00
Total Pur	chases	-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

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Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents Money Market Funds SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Ali Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

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Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 643 of 1000 PageID #:5083 U.S. Income Tax Return for Estates and Trusts Case: 17-3595 Pages: 1025 OMB No. 1545-0092 , 2006 and ending For calendar year 2006 or fiscal year beginning C Employer identification number Name of estate or trust (If a granter type trust, see page 12 of the instructions.) Type of entity: 20 7294216 Decedent's estate Date entity created CARLY FRIEDSTEIN IRREVOCABLE TRUST Simple trust 09/01/2006 X Complex trust E Nonexempt charitable and split-Qualified disability trust X ESBT (S portion only) STANFORD TRUST COMPANY, TRUSTEE interest trusts, check applicable Grantor type trust Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.) boxes (see pg 13 of the instr.): 445 NORTH BOULEVARD, 8TH FLOOR EAST Bankruptcy estate-Ch. 7 Described in section 4947(a)(1) City or town, state, and ZIP code Bankruptcy estate-Ch. 11 Not a private foundation Poaled income fund BATON ROUGE , LA applicable X Initial return boxes: 70802 Described in section 4947(a)(2) B No. of Sch K-1 Final return Amended return Change in trust's name Change in fiduciary's name Change in fiduciary Change in fiduciary's address attached > Bought Sold Date: G Pooled mortgage account (see page 14 of the instructions): Interest income 2a 2 a Total ordinary dividends ___ (2) Estate or trust b Qualified dividends allocable to: (1) Beneficiaries 3 Business income or (loss). Attach Schedule C or C-€Z (Form 1040) Capital gain or (loss). Attach Schedule D (Form 1041) 4 Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040) 5 Farm income or (loss). Attach Schedule F (Form 1040) 6 Ordinary gain or (loss). Attach Form 4797 7 Other income. List type and amount 8 8 Total income. Combine lines 1, 2a, and 3 through 8 9 Interest. Check if Form 4952 is attached 10 10 11 11 12 12 Charitable deduction (from Schedule A, line 7) 13 13 Attorney, accountant, and return preparer fees 14 15 a Other deductions not subject to the 2% floor (attach schedule) 15a b Allowable miscellaneous itemized deductions subject to the 2% floor 15b 16 Add lines 10 through 15b 16 Adjusted total income or (loss). Subtract line 16 from line 9 Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041) 18 19 Estate tax deduction including certain generation-skipping taxes (attach computation) 19 100. 20 20 <u> 100.</u> Add lines 18 through 20 21 <100.> Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions 22 6,244. Total tax (from Schedule G, line 7) 23 Payments: a 2006 estimated tax payments and amount applied from 2005 return 24a b Estimated tax payments allocated to beneficiaries (from Form 1041-T) 24b and Payments e Subtract line 24b from line 24a 24c d Tax paid with Form 7004 (see page 20 of the instructions) 244 e Federal income tax withheld. If any is from Form(s) 1099, check 24e f Credit for federal telephone excise tax paid. Attach Form 8913 24f Other payments: g Form 2439 ; h Form 4136 Total payments. Add lines 24c through 24f, and 24i 25 Estimated tax penalty (see page 20 of the instructions) 26 26 6,244. 27 Tax due. If line 25 is smaller than the total of lines 23 and 26, enter amount owed 27 Overpayment. If line 25 is larger than the total of lines 23 and 26, enter amount overpaid 28 Amount of line 28 to be: a Credited to 2007 estimated tax 29 er penalties of perjury, I declare that I have examined this return, includelief, it is true, correct, and complete. Declaration of preparer (other Sian May the IRS discuss this return with the preparer shown below (see instr.)? Here Signature of fiduciary or officer representing fiduciary EIN of fiduciary if a financial institution X Yes No Check if selfemplayed Paid P00127193 GOLDSTEIN LEWIN & CO. Preparer's EIN 59 2147155

1900 N.W. CORPORATE BLVD. STE E-300

STMT 1

STMT 2

BOCA RATON, FL 33431-8502

870801 02-05-07 For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions.* *

vours if self-employed)

address, and ZIP code

Use Only

JWA

Phone no. (561)994-5050

Form 1041 (2006)

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Form 7004 (Rev. December 2006	Cortain Rusinose la	ation for Automatic 6-Month Extension of Time To Fil Business Income Tax, Information, and Other Return					
Department of the Trees: Internal Revenue Service	, F	le a separate ar	oplication for each return.				
Type or	Name			Identifyin	gnumber		
Print	Carly Friedstein Irrevoc	able Trust		20-729	4216		
File by the due							
return for which	Mich Goldstein Lewin & Co. 1800 1977 Corp. Bird. Suite 300E						
an extension is requested. See	See City, town, state, and ZIP code (if a foreign address, enter city, province or state, and country (follow the country's practice for entering						
instructions.							
Note. See Inst	ructions before completing	this form.					
1 Enter the for	m code for the return that this a	pplication is fo	r (see below)		05		
2 If the foreign	corporation does not have an of	fice or place of	business in the United States, check here				
3 If the organiz	ration is a corporation or partner	ship that qualif	ies under Regulations section 1.6081-5, check	here. >			
4a The applicat	ion is for calendar year 20 <u>06</u> , or	tax year begin	ining, 20, and ending, 20				
	ear. If this tax year is less than 1						
Initial re		_	in accounting period		filed		
check here If checked, a)	•	int of a group that intends to file a consolidate and Employer Identification Number (EIN) for a		er		
•	• • • • • • • • • • • • • • • • • • • •	•••••		6	0.00		
7 Total payme	nts and credits (see instructions)		7	0.00		
Electronic F	iederai Tax Payment System (EFTPS), a Fed	nust deposit this amount using the feral Tax Deposit (FTD) Coupon, or exceptions)	8	0.00		
Application		Form Code	Application Is For:		Form Code		
18 101.			Form 1120-H		17		
Form 706-GS(T)	· ·	02	1 0111 1120 11	. "			
14. 2. 11. 11.	The major to be	: 4	Form 1120-ND		19		
Form 1041 (estat	e)	04	the control of the state				
		1.	Form 1120-PC		21		
Form 1041-N		06					
建筑的设施区		11	Form 1120-REIT		23		
Form 1042		80					
5 4005 D		()	Form 1120-S	W 7752	25		
Form 1065-B		10	E 2520 A		27		
Form 1120	e simple desired	12	Form 3520-A		27		
	Property of American American	12	Form 8613		29		
Form 1120-A		14	Security of the second		2.5		
Day Otal			Form 8804		31		
Form 1120-F		15					
to the Arman Land 1 to		:	Form 8876		33		

For Paperwork Reduction Act Notice, see Instructions.

Form 7004 (Rev. 12-2006)

ISA STF XIDXP1000 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 645 of 1000 PageID #:5085

Case: 17-3595 Documer	nt: 12-9	Filed: 03/12	2/2018 F	_	es: 1025		
Form 1041 (2006) CARLY FRIEDSTEIN IR	REVOCABLE TR	JST		20-	7294216) Pa	age 2
Schedule A Charitable Deduction. Do not			ıd.				
1 Amounts paid or permanently set aside for charitable purpos				1			
2 Tax-exempt income allocable to charitable contributions (see				2			
•		•		3			
3 Subtract line 2 from line 1						-	
4 Capital gains for the tax year allocated to corpus and paid or				4			
5 Add lines 3 and 4				5			
6 Section 1202 exclusion allocable to capital gains paid or per				6			
7 Charitable deduction. Subtract line 6 from 5. Enter here an				7			
Schedule B Income Distribution Deduct							
1 Adjusted total income (see page 22 of the instructions)	*****************************			1			
2 Adjusted tax-exempt interest				2			
3 Total net gain from Schedule D (Form 1041), line 15, column	1 (1) (see page 22 of the ins	tructions)		3			
4 Enter amount from Schedule A, line 4 (minus any allocable s	ection 1202 exclusion)		*********	4			
5 Capital gains for the tax year included on Schedule A, line 1	see page 22 of the instructi	ons)		5			
6 Enter any gain from page 1, line 4, as a negative number. If	age 1, line 4, is a loss, enter	the					
loss as a positive number				6			
7 Distributable net income (DNI). Combine lines 1 through 6.				7			
8 If a complex trust, enter accounting income for the tax year							
determined under the governing instrument and applicable !	ncal law	l a l	0.	- 1		-	
9 Income required to be distributed currently	Jour 1019	L <u>"L.,</u>		9			
				10			
 10 Other amounts paid, credited, or otherwise required to be different to the different total distributions. Add fines 9 and 10. If greater than line 8, 				11			
12 Enter the amount of tax-exempt income included on line 11				12			
13 Tentative income distribution deduction. Subtract line 12 fro	m une 11	•••••••••••••••••••••••••••••••••••••••		13			
14 Tentative income distribution deduction. Subtract line 2 from				14			
15 Income distribution deduction. Enter the smaller of line 13		1 <u>, line 18</u>		15			
Schedule G Tax Computation (see page 23 o					. —		
1 Tax: a Tax on taxable income (see page 23 of the instructi	•		0.	ĺ			
b Tax on lump-sum distributions. Attach Form 4972							
 Alternative minimum tax (from Schedule I, line 56) 		[1c]		- 1			
d Total. Add lines 1a through 1c		1 1		1d			0.
2a Foreign tax credit. Attach Form 1116	**************************	2a		1			
b Other nonbusiness credits (attach schedule)		2b					
c General business credit. Enter here and check which forms a	re attached:			[
Form 3800 Forms (specify)		20		1			
d Credit for prior year minimum tax. Attach Form 8801							
3 Total credits. Add lines 2a through 2d			•	3			
4 Subtract line 3 from line 1d. If zero or less, enter -0-				4			0.
5 Recapture taxes. Check if from: Form 4255				5			
6 Household employment taxes. Attach Schedule H (Form 104	****************		***************************************	6			
7 Total tax. Add lines 4 through 6. Enter here and on page 1, I				7		2	44.
	SEC. 641(C):		6,244			Yes	No.
1 Did the estate or trust receive tax-exempt income? If "Yes," a						168	
Enter the amount of tax-exempt interest income and exempt-	interest dividends - C	юкашин от схрспаса.		· · · · · · · · · · · ·			X
						ı	
2 Did the estate or trust receive all or any part of the earnings (1	- 1	
individual by reason of a contract assignment or similar arran	•				·····		X
3 At any time during calendar year 2006, did the estate or trust						- 1	
over a bank, securities, or other financial account in a foreign	country?						X
See page 25 of the instructions for exceptions and filing requ	irements for Form TD F 90-2	2.1. If "Yes," enter			1	- }	
the name of the foreign country						1	
4 During the tax year, did the estate or trust receive a distribution	on from, or was it the granto	r of, or transferor to,				- 1	
a foreign trust? If "Yes," the estate or trust may have to file Fo	rm 3520. See page 25 of the	instructions					X
5 Did the estate or trust receive, or pay, any qualified residence	interest on seller-provided f	inancing? If "Yes."			····	1	
see page 25 for required attachment						1	X
6 If this is an estate or a complex trust making the section 663(h) election, check here fees	nage 25 of the instru	etions\			-	
7 To make a section 643(e)(3) election, attach Schedule D (Fol	m 1041) and chack here to	paga ca ai ule motiut pagana 95 of the inst	ruetione	••••••			
8 If the decedent's estate has been open for more than 2 years,	attack an aunienation for the	ou paye zii Ui UIC IIISl a dalay in alastas #+ -	notate and start t)	
					1		
9 Are any present or future trust beneficiaries skip persons? Se	e hañe sa oi rue iustractióu:	i				X	
02-06-07 JVVA					Form 10	41 (2	2006)

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Case: 17-3595

Document: 12-9

Filed: 03/12/2018

Pages: 1025

1041	Electing Small Business	Trust Tax Calculation	2006
Name of Trust		Emplayer ID Nu	mber
CARLY FRIEDST	EIN IRREVOCABLE TRUST	20-7294	1216
Income			
		SEE STATEMENT 3	84.

Deductions			
Interest		-	
	reparation Fees		
	to 2% Limit		
Other Deductions - Subject to 2	% Limit	,	
Total Deductions			
Tax and Credits			
Taxable income		,	
Тах - 35%			6,244.
Net Long-Term Capital Gain and	Qualified Dividends		
Tax			
Total Regular Tax			6,244.
Alternative Minimum Tax			
Total Tax			6,244.
Credits			
Recapture and Other Taxes			
Net Tax - to Form 1041, Sched	ule G, line 7		6,244.

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Form 1041(2006) CARLY FRIEDSTEIN IRREVOCABLE TRUST

20-7294216 Page 3

Schedule 1 Alternative Minimum Tax (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)	,,,,	1	17,8	341.
2	Interest		2		
3	Taxes		3		
4	Miscellaneous itemized deductions (from page 1, line 15b)		4		
5	Refund of taxes		5 (
6	Depletion (difference between regular tax and AMT)		6	 	
7	Net operating loss deduction. Enter as a positive amount		7		
8	Interest from specified private activity bonds exempt from the regular tax		8	 	
9	Qualified small business stock (see page 27 of the instructions)		9	 	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)		10		
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)		11		
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	.,	12	 	
13	Disposition of property (difference between AMT and regular tax gain or loss)		13	 	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)		14		
15	Passive activities (difference between AMT and regular tax income or loss) SEE STATEM	ENT 5	15	 •	<13.
16	Loss limitations (difference between AMT and regular tax income or loss)		16		
17	Circulation costs (difference between regular tax and AMT)		17	 	
18	Long-term contracts (difference between AMT and regular tax income)		18	 	
19	Mining costs (difference between regular tax and AMT)		19	 	
20	Research and experimental costs (difference between regular tax and AMT)		20	 	
21	Income from certain installment sales before January 1, 1987		21		
22	Intangible drilling costs preference		22		
23	Other adjustments, including income-based related adjustments		23	 	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)		24)
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24		25	 17,	328.
	Note: Complete Part II below before going to line 26.				
26	Income distribution deduction from Part II, line 44	0.	.		
27	Estate tax deduction (from page 1, line 19)			 	
28	Add lines 26 and 27	,	28		
29	Estate's or trust's share of afternative minimum taxable income. Subtract line 28 from line 25.		29	 17.1	<u> 328.</u>
	If line 29 is:				

- \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over \$22,500, but less than \$165,000, go to line 45.

• \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Par	t II - Income Distribution on a Minimum Tax Basis		
30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for		
	charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	()
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	Income distribution deduction on a minimum tax basis. Enter the smaller of line 42 or		
	line 43. Enter here and on line 26	44	

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Form 1041 (2006)

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 648 of 1000 PageID #:5088 Case: 17-3595 Filed: 03/12/2018 Document: 12-9 Pages: 1025 20-7294216 Form 1041 (2006)CARLY FRIEDSTEIN IRREVOCABLE TRUST Part III - Alternative Minimum Tax 45 \$22,500 45 Exemption amount 46 Enter the amount from line 29 47 Phase-out of exemption amount 47 \$75,000 48 Subtract line 47 from line 46. If zero or less, enter -0-48 49 Multiply line 48 by 25% (.25) 50 Subtract line 49 from line 45. If zero or less, enter -0-50 51 Subtract line 50 from line 46 17,828. 52 Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Otherwise, if line 51 is - \$175,000 or less, multiply line 51 by 26% (.26). Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result 4,635. 53 Alternative minimum foreign tax credit (see page 31 of the instructions) 53 54 Tentative minimum tax. Subtract line 53 from line 52 4.635. 54 55 Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a) 6,244. 55 56 Alternative minimum tax, Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c 56 Part IV - Line 52 Computation Using Maximum Capital Gains Rates Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part. 57 Enter the amount from line 51 57 58 Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as refigured for the AMT, if necessary) 58 59 Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as refigured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-59 60 If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary) 61 Enter the smaller of line 57 or line 60 62 Subtract line 61 from line 57 If line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract \$3,500 from the result 63 64 Maximum amount subject to the 5% rate \$2,050 65 Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-65 66 Subtract line 65 from line 64. If zero or less, enter -0-66 67 Enter the smaller of line 57 or line 58

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Form 1041 (2006)

68 Enter the smaller of line 66 or line 67 69 Multiply line 68 by 5% (.05) 70 Subtract line 68 from line 67

If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72.

74 Add lines 63, 69, 71, and 73

76 Enter the smaller of line 74 or line 75 here and on line 52

75 If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by

71 Multiply line 70 by 15% (.15)

28% (.28%) and subtract \$3,500 from the result

73 Multiply line 72 by 25% (.25)

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CARLY FREEDSTEINSTEREVOOMBLE CTRUST-9 Filed: 03/12/2018 Pages: 2027294216

FORM 1041	LATE 1	PAYMENT INTE	REST	· · · · · · · · · · · · · · · · · · ·	STAT	EMENT 1
DESCRIPTION	DATE A	MOUNT B	ALANCE	RATE	DAYS	INTEREST
TAX DUE INTEREST RATE CHANGE DATE FILED	04/15/07 06/30/07 10/15/07	6,244.	6,244. 6,336. 6,486.	.0700		92. 150
		PAYMENT PENA	LTY		STAT	
TOTAL LATE PAYMENT IN FORM 1041 DESCRIPTION		PAYMENT PENA AMOUNT	LTY BALANC	CE M	STAT ONTHS	Z42
FORM 1041	LATE		BALANC	CE M		'EMENT :

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-CARLY FRIEDSTEIRSCREVOCABLE CRUST-9 Filed: 03/12/2018 Pages: 2002/394216

ESBT		INTEREST			STATEMENT	3
DESCRIPTION			U.S. INTER		OTHER TAXAB INTEREST	LE
LIC HOLDINGS, INC.	REGULAR INTE	EREST		0.		84.
SUBTOTALS				0.		84.
TOTAL INTEREST				=======================================		84.
ESBT	ОТН	IER ORDINARY	INCOME		STATEMENT	4
DESCRIPTION					AMOUNT	
FROM - LIC HOLDINGS	, INC.			_	17,7	57.
TOTAL TO ESBT WORKS	HEET			=	17,7	57.
ESBT SCHEDULE I	PASS	SIVE ACTIVITY	LOSS		STATEMENT	5
		NET I	NCOME (LOSS)			
NAME OF ACTIVITY	FORM	NET I	NCOME (LOSS)		ADJUSTMEN	T
NAME OF ACTIVITY		NET I	NCOME (LOSS)	AR 7,757.	ADJUSTMEN	T
NAME OF ACTIVITY	FORM SCH E	NET I	NCOME (LOSS)		ADJUSTMEN	T
NAME OF ACTIVITY LIC HOLDINGS, INC.	FORM SCH E LINE 15	NET I	NCOME (LOSS) REGUL	7,757.	ADJUSTMEN	T
NAME OF ACTIVITY LIC HOLDINGS, INC. TOTAL TO SCHEDULE I,	FORM SCH E LINE 15	NET I AMT 17,7	NCOME (LOSS) REGUL 44. 1 - WORKSHEET PRIOR YEAR	7,757.	ADJUSTMEN <	T 13.2
NAME OF ACTIVITY LIC HOLDINGS, INC. TOTAL TO SCHEDULE I,	FORM SCH E LINE 15 OTHER PASSIV	NET I AMT 17,7	NCOME (LOSS) REGUL 44. 1 - WORKSHEET	7,757.	ADJUSTMEN < < STATEMENT	T 13.2
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ESBT FORM 8582	SUMMARY OF PASSIVE ACTIVITIES					S'	TATEM	ENT :
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ARBITRAGE INTERNATIONAL MANAGEMENT LLC 950 PENINSULA CORPORATE CIRCLE SUITE 3010 BOCA RATON, FL 33487	WACHOVIA BANK, N.A. 2784 63-643/670 /0/3/07
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TRUST AGREEMENT FOR THE MAX FRIEDSTEIN IRREVOCABLE TRUST

September 7, 2006

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TRUST AGREEMENT

FOR THE

MAX FRIEDSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Max Friedstein Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1 BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, MAX FRIED STEIN ("Beneficiary").

ARTICLE 2 TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3 IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4 Administration of Trust

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

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4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5 PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

- 5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.
- **5.2 Resignation.** Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.
- 5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.
- 5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.
- 5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to

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an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

- 5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.
- 5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.
- 5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.
- 5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.
- 5.10 Successor Trustee. In the event the initial Trustee, Gerald R. Lewin, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

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ARTICLE 6 PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7 FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

- 7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.
- 7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.
- 7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.
- 7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

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7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

- 7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.
- 7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.
- 7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.
- 7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.
- 7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and

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without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

- 7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.
- 7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.
- 7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.
- 7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.
- 7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.
- 7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of

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disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

- 7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.
- 7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.
- 7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.
- 7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.
- 7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.
- 7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

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7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

- **7.24** Advances. To make cash advances or loans to beneficiaries, with or without security.
- 7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.
- **7.26 Depreciation.** To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.
- 7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.
- 7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.
- 7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.
- 7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:
 - To retain and operate the property for as long as it deems advisable;

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To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;

- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8 SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

- 8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.
- 8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:
- (a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

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(b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.

- (c) Principal Invasions. If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).
- (d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.
- (e) Termination of QSST Status. If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9 PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

Article 10 Administration and Construction

- 10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.
- (a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

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(b) Trustee's Decision. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

- (c) Standard of Living. Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.
- 10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.
- (a) Pecuniary Gifts. All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.
- (b) Adjustments. The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.
- 10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.
- 10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.
- (a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.
- (b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.
- (c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The

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INITIALS		
MAX FRIEDSTEIN	IRREVOCABLE TRUST	

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Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) Trustees.

- (1) Independent Trustee means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.
- (2) Corporate Trustee means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) Internal Revenue Code means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

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(2) The terms health, education, support, and maintenance are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) Related Person as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) Other Terms.

- (1) Distributions that are to be made to a person's **descendants**, **per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.
- (2) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.
- (3) Removal of a Trustee for cause includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state

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charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

- (4) The words will and shall are used interchangeably in this Trust
 Agreement and mean, unless the context clearly indicates
 otherwise, that the Trustee must take the action indicated; as used
 in this Trust Agreement, the word may means that the Trustee has
 the discretionary authority to take the action but is not
 automatically required to do so.
- 11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.
 - (a) A general power of appointment granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
 - (b) A special power of appointment is any power that is not a general power.
 - (c) A testamentary power of appointment (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
 - (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.
- 11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

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Initials	
MAX PRIEDSTEIN	IRREVOCABLE TRUST

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11.4 Certifications.

- (a) Facts. A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.
- (b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.
- 11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.
- 11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.
- 11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.
- 11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

Initials	
MAX FRIEDSTEIN	IRREVOCABLE TRUST

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Executed as of the date first written above.

Signed in the presence of:

SETTL9

Simon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Gerald R. Lewin

Two witnesses as to Gerald R. Lewin

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INITIALS MAX FRIEDSTEIN IRREVOCABLE TRUST

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Schedule A Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

Administrator: Eliska M. Lynch Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor Trustee for The Max Friedstein Irrevocable Trust STBR10046

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Simon Bernstein 950 Peninsula Corp. Circle, Ste 3010 Boca Raton, FL 33487-1387 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 672 of 1000 PageID #:5112

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

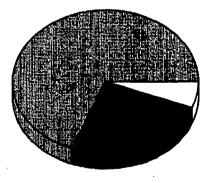
Market Value Reconciliati	on	
	This Period	1/1/08 to 3/31/08
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,726.58	-\$6,726.58
Income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.76	\$12,098.76
Ending Market Value	\$125,864.03	\$125,864.03
Realized Gains/Losses (included in Total Above)	-\$52.67	-\$52.67

Account Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

		Total Portfolio Value	\$125,864,03
	100%	Total Assets Value Total Liabilities Value	\$132,041.07 -\$6,177.04
	- 6%	Cash & Equivalents	\$8,490.33
	25%	Fixed Income	\$32 ,811.35
	69%	Equity	\$90,739.39
		Asset Class	Balance
Asset Alloca	tion Su	n nary	



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

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Statement of Value and Activity

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Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. income
Cash & Equivalents Money Market Funds		,				
SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,313.29	\$1.00	\$2,313.29	\$2,313.29	\$0.00	\$27.30
			\$2,313.29	\$2,313.29	\$0.00	\$27.30
Cash						
Principal Cash			\$6,177.04		·	
·			\$6,177.04	\$0.00	\$0.00	\$0.00
Total Cash & Equivalents			\$8,490.53	\$2,313.29	\$6.00	\$27.00
Equity Equity Small Cap Value Mutual Funds Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	\$26.32	\$5,407.92	\$5,486.00	-\$78.08	\$0.00
			\$5,407.92	\$5,486.00	-\$78.08	\$0.00
Other Domestic Equity						
Hussman Strategic Growth Fund CUSIP: 448108100	526.83	\$15.59	\$8,213.20	\$8,229.00	-\$15.80	\$48.47
iShares S&P Gsti Semiconductor Index CUSIP: 464287523	54.00	\$49.56	\$2,676.24	\$2,845.26	-\$169.01	\$16.20
Market Vectors Agribusiness CUSIP: 57060U605	47.00	\$53.61	\$2 ,519.67	\$2,787.10	-\$267.43	\$0.00

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Asset Detail (continued)

Statement of Value and Activity

Description	Sharee/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	\$20.49	\$5,245.44	\$5,581.06	-\$335.62	\$0.00
			\$18,654.55	\$19,442.41	-\$787.86	\$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$8,857.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9 ,812.66	-\$182.06	\$329.84
			\$16,439.33	\$16,689.66	-\$230.33	\$703.89
Equity International Emerging						
Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4, 206.65	-\$195.72	\$37.58
			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.88	\$40.91	\$6,622.31	\$6,888.94	-\$266.63	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5,620.07	-\$613.12	\$100.69
Shares MSCI Hong Kong CUSIP: 464286871	148.00	\$17.95	\$2,656.60	\$2,809.04	-\$152.44	\$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8.3 3	\$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	\$16.66	\$6,125.35	\$6,857.00	-\$731.65	\$89.86
			\$39,770.59	\$42,803.87	-\$3,033.28	\$658.11
Equity Mid Cap Value Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	\$12.56	\$6,456.07	\$6,857.00	-\$400.93	\$131.07
		······································	\$6,456.07	\$6,857.00	-\$400.93	\$131.07
Total Equit	1		\$90,739.99	\$95,465.59	-\$4,728.20	\$1,595.92
Fixed Income Fixed Income Mutual Funds						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	\$6.76	\$11,174.98	\$10,976.64	\$198.34	\$732.33
Loomis Sayles Bond Fund CUSIP: 643495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	812.94	\$11.06	\$6,779,07	\$6,858.75	-\$79.68	\$619.68
Total Fixed Income			\$32,811.95	\$39,007.68	-\$196.23	\$2,297.09
Total All Assets			\$132,041.07	\$130,786.46	-\$4,922.43	\$3,919.71
Liabilities Income Cash			-\$6,177.04			
Total Liabilities			-\$6,177.D4	\$0,00	\$0.00	\$0.00
Total All Liabilities			-\$6,177.04	\$0.00	\$0.00	\$0.00
Portfolio Grand Total			\$125,864.03	\$130,786.46	-\$4,922.43	\$3 ,919.71

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Statement of Value and Activity

Transaction Summary		
Transaction Category	Principal Cash	Income Casi
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$491.8
Other Income	\$0.00	\$0.0
Interest Income	\$0.00	\$0.0
Additions	\$120,000.00	\$0.0
Capital Gain Distributions	\$0.00	\$0.0
Tax Exempt Dividends & Interest	\$0.00	\$0.0
Total Receipts	\$120,000.00	\$491.8
Disbursements		
Distributions	\$0.00	.\$0.0
Fees	-\$57.69	-\$57. 6
Expenses	\$0.00	-\$361.2
Taxes	\$0.00	-\$6,250.0
Total Disbursements	-\$57.69	-\$6,668.8
Purcha sea	-\$388,793.14	\$0.0
iales/Maturities	\$275,027.87	\$0.0
Asset Transfers	·	
Free Receipts	\$0.00	\$0.0
Free Deliveries	\$0.00	.\$0.0
Total Asset Transfers	\$0.00	\$0.0
Other	\$0.00	\$0.0
Ending Cash Balance on 3/31/08	\$6,177.04	-\$6,177.0

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Transaction Detail

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
1/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on	\$0.00	\$13.61	\$0.00
	SEI Daily Income Prime Obl #34			
	Dividend from 12/1/07 to 12/31/07			
2/1/08	Cash Receipt of Dividend Earned on	\$0.00	\$6 4.52	\$0.00
	SEI Daily Income Prime Obi #34		•	
	Dividend from 1/1/08 to 1/31/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$211.92	\$0.00
	SEI Daily Income Prime Obl #34			
	Dividend from 2/1/08 to 2/29/08			•
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$77.28	\$0.0
	SEI Daily Income TR Treas #38 CL A			
	Dividend from 2/1/08 to 2/29/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$4.64	\$0.0
	Oppenheimer Intl Bond Fd-A			
	Dividend from 2/1/08 to 2/29/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$1.75	\$0.0
	Pioneer Global High Yield-A			
	Dividend from 2/1/08 to 2/29/08			
3/24/08	Cash Receipt of Dividend Earned on	\$0.00	\$31.94	\$0.0
	American Capital World G&I-F			
	\$0.1983/Unit on 161.076 Units Due 3/24/08			
3/26/08	Cash Receipt of Dividend Earned on	\$0.00	\$86.19	\$0.0
	Loomis Sayles Bond Fund-Ret		•	
	\$0,0821/Unit on 1,049.826 Units Due 3/25/08			
	_			
		\$0.00	\$491.85	

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Statement of Value and Activity

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
2/5/08	Additions Cash Receipt Addition to Account Lic Holdings, Inc Check #1157 DTD 12/31/07	\$120,000.00	\$0.00	\$0.00
		\$120,000.00	\$0.00	
Total Re	celpts	\$120,000.00	\$491.85	
	Disbursements Fees			
3/25/08	Fee Collected Based on A Market Value of \$124,782.32	-\$57.69	\$0.00	\$0.00
3/25/08	Fee Collected Based on A Market Value of \$124,782.32	\$0.00	-\$57.69	\$0.00
	·	-\$57.69	-\$57.69	
3/14/08	Expenses Cash Disbursement Paid to United States Treasury	\$0.00	-\$361.20	\$0.00
Öther Fee Paid for M	Other Fees and Expenses Paid for Max Bernstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06			
		\$0.00	-\$361.20	

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
04700	Taxes Cash Disbursement	\$0.00	-\$6,250.00	\$0.00
3/17/08	Paid to United States Treasury	\$0.00	-\$0,200.00	40.00
	Federal Estimated Tax Payments			
•	Paid for Max Bernstein IRREV Trust			
*	1/15/08 Estimated Tax - 2007 Form 1041-Es	•		
	-	\$0.00	-\$6,250.00	
Total Dis	bursements	-\$57.69	-\$6,668.89	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of	-\$13.61	\$0.00	\$0.00
,,	SEI Daily Income Prime Obl #34			
	Trade Date 12/31/07			
	Posted Thru Mfd Income			
	Reinvestment of Income Received 12/31/07	A 0.4.80	# 0.00	\$0.00
2/1/08	Purchased 64.52 Units of	-\$64.52	\$0.00	\$0,00
	SEI Daily Income Prime Obl #34			
	Trade Date 1/31/08 Reinvestment of income Received 1/31/08			
A (F (AA		-\$120,000.00	\$0.00	\$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34	-φ120,000.00	Ψ0.00	44.55
	Trade Date 2/5/08			
2/20/08		-\$137,151.99	\$0.00	\$0.00
2/20/00	SEI Daily Income TR Treas #38 CL A	\$101,10	•	;
	Trade Date 2/20/08			
2/28/08	Purchased 514.018 Units of	-\$6,857.00	\$0.00	\$0.00
	Allegiant Mid Cap Value I			
	Trade Date 2/27/08			
•	514.018 Units At \$13.34			

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Statement of Value and Activity

January 1, 2008 - March 31, 2008.

Transaction Description	Principal Cash	Income Cash	Realized G/L
Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08	-\$6,857.00	\$0.00	\$0.00
161,076 Units At \$42.57 Purchased 526.825 Units of	-\$8,229.00	\$0.00	\$0.00
Trade Date 2/27/08			
Purchased 344.746 Units of ING Global Real Estate Fd-A	-\$6,857.00	\$0.00	\$0.00
Trade Date 2/27/08 344.746 Units At \$19.89 Purchased 205.468 Units of	-\$5,486.00	\$0.00	\$0.00
Keeley Small Cap Val Fd-A Trade Date 2/27/08			
Purchased 392.137 Units of Kinetics Paradigm Fund-No LD	-\$10,972.00	\$0.00	\$0.00
Trade Date 2/27/08 392.137 Units At \$27.98 Purchased 367 668 Units of	-\$6.857.00	\$0.00	\$0.00
T Rowe Price New Asia Trade Date 2/27/08	40,007.00	V	
Purchased 1,049.826 Units of	-\$15,086.00	\$0.00	\$0.00
Trade Date 2/27/08 1,049.826 Units At \$14.37	.		\$0.00
Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08	-\$10,972.00	\$0.0U	
	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At \$42.57 Purchased 526.825 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.825 Units At \$15.62 Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At \$19.89 Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At \$26.70 Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At \$27.98 Purchased 367.668 Units of T Rowe Price New Asia Trade Date 2/27/08 367.668 Units At \$18.65 Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At \$14.37 Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At \$42.57 Purchased 526.825 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.825 Units At \$15.62 Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At \$19.89 Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At \$26.70 Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At \$27.98 Purchased 367.668 Units of Face Date 2/27/08 392.137 Units At \$27.98 Purchased 367.668 Units of Frade Date 2/27/08 392.137 Units At \$27.98 Purchased 367.668 Units of Frade Date 2/27/08 392.137 Units At \$27.98 Purchased 367.668 Units of Frade Date 2/27/08 393.137 Units At \$18.65 Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At \$14.37 Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At \$42.57 Purchased 526.825 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.825 Units At \$15.62 Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At \$19.89 Purchased 205.488 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At \$26.70 Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At \$27.98 Purchased 367.668 Units of Face Date 2/27/08 392.137 Units At \$18.65 Purchased 1,049.826 Units of Trade Date 2/27/08 3967.668 Units At \$18.65 Purchased 1,049.826 Units of Trade Date 2/27/08 3967.668 Units At \$18.65 Purchased 1,049.826 Units of Trade Date 2/27/08 397.668 Units At \$18.65 Purchased 1,049.826 Units of Trade Date 2/27/08 397.668 Units At \$18.65 Purchased 1,049.826 Units of Trade Date 2/27/08 397.668 Units At \$18.65 Purchased 1,049.826 Units of Trade Date 2/27/08 397.668 Units At \$18.65 Purchased 1,049.826 Units of Trade Date 3/27/08 397.668 Units At \$18.65 Purchased 1,049.826 Units of Trade Date 3/27/08 397.668 Units At \$18.65 Purchased 1,049.826 Units of Trade Date 3/27/08 397.668 Units At \$18.65 Purchased 1,049.826 Units of Trade Date 3/27/08 397.668 Units At \$18.65 Purchased 1,049.826 Units of Trade Date 3/27/08 397.668 Units At \$18.65 Purchased 1,049.826 Units of Trade Date 3/27/08 397.668 Units At \$18.65

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612,779 Units of	-\$6,857.00	\$0.00	\$0.00
	Pioneer Global High Yield-A			
	Trade Date 2/27/08			
	612.779 Units At \$11.19	•		
2/29/08	Purchased 148 Units of	-\$2,809.04	\$0.00	\$0.00
	iShares MSCI Hong Kong			
	Trade Date 2/26/08			
	148 Units At \$18.98			
2/29/08	Purchased 47 Units of	-\$2,787.10	\$0.00	\$0.00
	Market Vectors Agribusiness			
	Trade Date 2/26/08			
	47 Units At \$59.30			
2/29/08	Purchased 56 Units of	-\$1,426.66	\$0.00	\$0.00
	iShares MSCI Switzerland Index			
	Trade Date 2/26/08		•	
	56 Units At \$25.476			
2/29/08	Purchased 55 Units of	-\$2,800.02	\$0.00	\$0.00
	Market Vectors Russia ETF	•		
	Trade Date 2/26/08			
	55 Units At \$50.9094			
2/29/08	Purchased 54 Units of	-\$2,845.25	\$0.00	\$0.00
	IShares S&P Gsti Semiconductor Index			
	Trade Date 2/26/08			-
	54 Units At \$52.6899			
2/29/08	Purchased 123 Units of	-\$2,810.32	\$0.00	\$0.00
	IShares MSCI United Kingdom			
	Trade Date 2/26/08			
	123 Units At \$22.8481			•
2/29/08	Purchased 213 Units of	-\$2,728.34	\$0.00	\$0.00
	iShares MSCI Singapore			
	Trade Date 2/26/08			
	213 Units At \$12.8091			

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
2/29/08	Purchased 65 Units of	-\$5,620.07	\$0.00	\$0.00
	iShares MSCI Brazil Index Fund			
	Trade Date 2/26/08		•	
	65 Units At \$86,4626			
2/29/08	Purchased 256 Units of	-\$5,58 1.06	\$0.00	\$0.00
	Powershares Dynamic Mid Cap Growth			
	Trade Date 2/26/08			
	256 Units At \$21.801			4
2/29/08	Purchased 140 Units of	-\$9,812.66	\$0.00	\$0.00
	Vanguard European ETF			
	Trade Date 2/26/08			
	140 Units At \$70.0904		_	
2/29/08	Purchased 77 Units of	-\$4,206.65	\$0.00	\$0.00
	Wisdomtree Emg Mtks H/Y Equity	•		
	Trade Date 2/26/08	•		
	77 Units At \$54.6318			
3/3/08	Purchased 77.28 Units of	-\$77.28	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A		•	
	Trade Date 2/29/08	÷		
	Reinvestment of Income Received 2/29/08			***
3/3/08	Purchased 0.694 Units	-\$ 4. 6 4	\$0.00	\$0.00
	Oppenheimer Intl Bond Fd-A @ \$6.69			
	through Reinvestment of Cash Dividend Due 3/3/08			
3/3/08	Purchased 0.157 Units	-\$1.75	\$0.00	\$0.00
	Pioneer Global High Yield-A @ \$11.16		•	
	through Reinvestment of Cash Dividend Due 3/3/08			
3/6/08	Purchased 211.92 Units of	-\$211.92	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/6/08			

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
3/19/08	Purchased 27 Units of	-\$1,318.14	\$0.00	\$0.00
	Market Vectors Russia ETF			
	Trade Date 3/14/08			
	Paid \$1,08 Brokerage			
	27 Units At \$48.779983			
3/20/08	Purchased 1,373.99 Units of	-\$1,373.99	\$0,00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/20/08			
3/24/08	Purchased 0.799 Units	-\$31.94	\$0.00	\$0.00
	American Capital World G&I-F @ \$39.96			
	through Reinvestment of Cash Dividend Due 3/24/08			
3/26/08	Purchased 6.13 Units	-\$86.1 9	\$0.00	\$0.00
	Loomis Sayles Bond Fund-Ret @ \$14.06			
	through Reinvestment of Cash Dividend Due 3/25/08			
Total Pu	rchases	-\$388,793.14	\$0.00	
	Sales/Maturities			
	Sales/Maturities	*	***	
2/20/08		\$137,151.99	\$0.00	\$0.00
	SEI Daily Income Prime Obl #34			
	Trade Date 2/20/08		_	
2/28/08	Sold 85,030 Units of	\$85,030.00	\$0.00	.\$0,00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 2/28/08			
2/29/08		\$43,427.17	\$0.00	\$0.00
•	SEI Daily Income TR Treas #38 CL A			
	Trade Date 2/29/08	****	•••	.
3/14/08		\$361.20	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/14/08			

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Statement of Value and Activity

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
3/17/08	Sold 6,250 Units of	\$6,250.00	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/17/08			•
3/19/08	Sold 1,318.14 Units of	\$1,318.14	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/19/08			
3/20/08	Sold 56 Units of	\$1,373.99	\$0.00	-\$52.67
	iShares MSCI Switzerland Index			
	Trade Date 3/17/08			
	Paid \$2.24 Brokerage	•		
	Paid \$0.02 SEC Fee			
	St Capital Loss of \$52.67- on Federal Cost			
	Federal Tax Cost \$1,426.66			
	56 Units At \$24.575952		·	
3/25/08	Sold 115.38 Units of	\$115.38	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/25/08			
Total Sal	les/Maturities	\$275,027.87	\$0.00	
3/31/08	Ending Balance	\$6,177.04	-\$6,177.04	

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Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

Administrator: Eliska M. Lynch Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor Trustee for The Max Friedstein Irrevocable Trust STBR10046

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Please visit our website @ www.stanfordtrustco.com

Max Friedstein c/o Simon Bernstein 15807 Menton Bay Ct. Delray Beach, FL 33446 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 690 of 1000 PageID #:5130

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

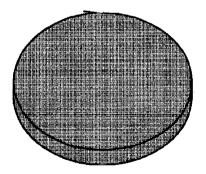
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	This Period	1/1/07 to 12/31/07
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

Asset Allocation Summary

	Asset Class	Balance	
100%	Cash & Equivalents	\$17,073.86	
100%	Total Assets Value	\$17,073,86	



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

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Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents Money Market Funds SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073,86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
= Total All Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

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Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

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Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	Beginning Balance	\$0.00	\$0.00	
12/26/07	Receipts Additions Cash Receipt Deposits Arbitrage International Ck#2785 DTD 10/3/07	\$17,073.86	\$0.00	\$0.00
Total Rec	ceipts	\$17,073.86	\$0.00	
12/26/07	Purchases Purchases Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0.00	\$0.00
Total Pur	chases	-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

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Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

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Document: 12-9 EXTENSION_GRANTED TO 10/15/2003/2018 Case: 17-3595 Pages: 1025 U.S. Income Tax Return for Estates and Trusts 2006 E 1041 Department of the Treasury QMB No. 1545-0092 2006 and ending For calendar year 2006 or fiscal year beginning C Employer identification number Name of estate or trust (if a grantor type trust, see page Type of entity: 20 7294226 Decedent's estate D Date entity created MAX FRIEDSTEIN IRREVOCABLE TRUST Simple trust 09/01/2006 X Complex trust E Nonexempt charitable and split-Qualified disability trust STANFORD TRUST COMPANY, TRUSTEE interest trusts, check applicable X ESBT (S portion only) Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.) boxes (see pg 13 of the instr.): Grantor type trust 445 NORTH BOULEVARD, 8TH FLOOR EAST Described in section 4947(a)(1) Bankruptcy estate-Ch. 7 Not a private foundation City or town, state, and ZIP code Bankruptcy estate-Ch. 11 BATON ROUGE , LA applicable X Initial return boxes; Change Described in section 4947(a)(2) 70802 Pooled income fund Change in trust's name Final return Amended return B No. of Sch K-1 Change in fiduciary Change in fiduciary's name Change in fiduciary's address attached > Pooled mortgage account (see page 14 of the instructions): Sold Date: Interest income 2**a** 2 a Total ordinary dividends b Qualified dividends allocable to: (1) Beneficiaries (2) Estate or trust Business income or (loss). Attach Schedule C or C-EZ (Form 1040) 4 Capital gain or (loss). Attach Schedule D (Form 1041) Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040) 5 6 Farm income or (loss). Attach Schedule F (Form 1040) 7 Ordinary gain or (loss). Attach Form 4797 8 Other income. List type and amount Total income. Combine lines 1, 2a, and 3 through 8 9 9 10 Interest. Check if Form 4952 is attached 10 11 11 12 12 Fiduciary fees _____ 13 13 Charitable deduction (from Schedule A, line 7) 14 Attorney, accountant, and return preparer fees 15 a Other deductions not subject to the 2% floor (attach schedule) b Allowable miscellaneous itemized deductions subject to the 2% floor 15b 16 Add lines 10 through 15b 16 Adjusted total income or (loss). Subtract line 16 from line 9 Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041) 18 Estate tax deduction including certain generation-skipping taxes (attach computation) 19 20 100. Exemption 20 100. 21 Add lines 18 through 20 <100.> Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions 22 22 6,244. 23 23 Total tax (from Schedule G, line 7) Payments: a 2006 estimated tax payments and amount applied from 2005 return 24a b Estimated tax payments allocated to beneficiaries (from Form 1041-T) 24b Fax and Payments 24c c Subtract line 24b from line 24a d Tax paid with Form 7004 (see page 20 of the instructions) 24d e Federal income tax withheld. If any is from Form(s) 1099, check 24e t Credit for federal telephone excise tax paid. Attach Form 8913 Other payments: g Form 2439 ___ ____ ; h Form 4136 24i 25 Total payments . Add lines 24c through 24f, and 24i 25 26 Estimated tax penalty (see page 20 of the instructions) 26 Tax due. If line 25 is smaller than the total of lines 23 and 26, enter amount owed 6,244. 27 Overpayment. If line 25 is larger than the total of lines 23 and 26, enter amount overpaid Overpayment. If line 25 is larger than the second and the second a 28 Under penalties of perjury, I declare that I have examined this return, including and belief, it is true, correct, and complete. Declaration of preparer (other than Sign Here EIN of fiduciary if a Signature of fiduciary or officer representing fiduciary X Yes Check if selfemployed Paid P00127193 GOLDSTEIN LEWIN & CO. 59 2147155 Preparer's 1900 N.W. CORPORATE BLVD. STE E-300 Use Only address, and ZIP code BOCA RATON, FL 33431-8502 Phone no. (561)994-5050 STMT 1 STMT 2 02-05-07 For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions: * Form 1041 (2006)

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Form 7004	ŀ	Application for Aut					
(Rev. December 200	06)	Certain Business In	Certain Business Income Tax, Information, and Other Retur			No. 1545-0238	
Department of the Tres Internal Revenue Service	sury De	▶ File	> File a separate application for each return.				
Туре ог	1	me			Identifyin	g number	
Print	M	ax Friedstein Irrevoca	ble Trust		20-729	4226	
File by the due date for the return for which an extension is an extension is				W Corp. Blvd. Suite 300E			
an extension is requested. See instructions. City, town, state, and ZIP code (if a foreign address, enter city, province or state, and country (follow the country postel code)). Boca Raton, FL 33431					actice for ent	lering	
Note. See ins	truc	tions before completing	this form.				
				(see below)	•••••	05	
2 If the foreig	n co	rporation does not have an off	ice or place of	business in the United States, check here	Þ		
3 If the organ	itzati	on is a corporation or partners	hip that qualific	es under Regulations section 1.6081-5, checi	k here. Þ		
4a The applica	ation	ls for calendar year 20 <u>06</u> , or	tax year begini	ning, 20, and ending, 20		•	
b Short tax y		If this tax year is less than 12		k the reason: n accounting period	atum to be	filed	
check here If checked,	etta	•		nt of a group that intends to file a consolidated to the consolidated to the consolidate of the consolidated to the consolidate of the consolidated to the consolidate of the consolidate of the consolidated to the consolidate of the consolidate of the consolidated to the consolidate of the consolidated to		per	
6 Tentative to	otal (ax			6	0.00	
7 Total paym	nenti	and credits (see Instructions)			7	0.00	
8 Balance di Electronic	ue. S Fed	lubtract line 7 from line 6. Ge eral Tax Payment System (i	nerally, you m EFTPS), a Fed	iust deposit this amount using the leral Tax Deposit (FTD) Coupon, or exceptions)	8	0.00	
Application is For:		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Form Code	Application		Form Code	
April 60 Sec			9	Form 1120-H		17	
Form 708-GS(1	•		02	$\Sigma_{ij} = 0$ (4.1)	, i	1	
		Contraction of the Contraction	i i	Form 1120-ND		19	
Form 1041 (est			04	The state of the state of the			
		<u></u>	0.0	Form 1120-PC		<u>21</u>	
Form 1041-N			06	Form 1120-REIT		23	
Form 1042			08	Form 1120-REIT		23	
10HH 1042				Form 1120-S		25	
Form 1065-B			10				
BATTE .			34	Form 3520-A		27	
Form 1120			12			3	
		and being the part of the	7	Form 8613		29	
Form 1120-A			14	10 gen 10 g			
			150	Form 8804		31	
Form 1120-F 15 (25-24-24-24-24-24-24-24-24-24-24-24-24-24-							

For Paperwork Reduction Act Notice, see instructions.

Form 7004 (Rev. 12-2006)

ISA STF XDXP1000 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 698 of 1000 PageID #:5138
Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Form	1041 (2006) MAX FRIEDSTEIN IRREVOCABLE TRUST		20	-72942	26 P	age 2
S	chedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.					
	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)		1			
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)		2			
3	Subtract line 2 from line 1		3			
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes		4			
5	Add lines 3 and 4		5			
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions		6			
_	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13		7	-		
	chedule B Income Distribution Deduction				······································	
	Adjusted total income (see page 22 of the instructions)		1			
			2			•
	Adjusted tax-exempt interest Total net gain from Schedule D (Form 1041), line 15, column (1) [see page 22 of the instructions)		3			
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)		4			
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)		5	-		
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the		•			
٠	loss as a positive number		6]		
7	Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-		7			
, 9	If a complex trust, enter accounting income for the tax year as	•••••	,	 	-	
U	determined under the governing instrument and applicable local law 8	0.		ļ		
Q	Income required to be distributed currently		9			
10	Other amounts paid, credited, or otherwise required to be distributed	• • • • • • • • • • • • • • • • • • • •	10	-		
11	-		11	-		
12	- · · · · · · · · · · · · · · · · · · ·		12	 		
	Tentative income distribution deduction. Subtract line 12 from line 11		13			
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-	,i	14	<u> </u>		
	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18		15	<u> </u>		
	chedule G Tax Computation (see page 23 of the instructions)	********	- 19	L		
	Tax: a Tax on taxable income (see page 23 of the instructions)	0.		•		
•	b Tax on lump-sum distributions. Attach Form 4972 1b					
	c Alternative minimum tax (from Schedule I, line 56)					
	d Total. Add lines 12 through 1c	-	10			0.
2a	Foreign tax credit. Attach Form 1116					
b	Other nonbusiness credits (attach schedule) 2b					
	General business credit. Enter here and check which forms are attached:					
	Form 3800					
đ	Credit for prior year minimum tax. Attach Form 8801 2d					
	Total credits. Add lines 2a through 2d	_	3			
4	Subtract line 3 from line 1d. If zero or less, enter -0-		4		-	_0.
5	Recapture taxes. Check if from: Form 4255 Form 8611		5		·	
6	Household employment taxes. Attach Schedule H (Form 1040)		6			
	Total tax. Add lines 4 through 6. Enter here and on page 1, line 23		7		6 2	44.
	Other Information SEC. $641(C)$: 6	,244			Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses.	,	-		1.50	X
	Enter the amount of tax-exempt interest income and exempt-interest dividends > \$	***********		*****************		
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any					1
	individual by reason of a contract assignment or similar arrangement?					x
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority			************	1	
	over a bank, securities, or other financial account in a foreign country?					х
	See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter		•••••	**		<u> </u>
	the name of the foreign country				1]
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to,					
	a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions					х
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes,"		• • • • • • • • • • • • • • • • • • • •		\vdash	<u>~</u>
	see page 25 for required attachment					х
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions)	*******************	•••••		1	
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions	• • • • • • • • • • • • •		" 【	il I	
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and	d chack h	 Aro			
9	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions				'	!
81080 02-06	2 004				1041	onne

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Case: 17-3595

Document: 12-9

Filed: 03/12/2018

Pages: 1025

Electing Small Business Trust Tax Calculation 2006 1041 **Employer ID Number** Name of Trust 20-7294226 MAX FRIEDSTEIN IRREVOCABLE TRUST Income SEE STATEMENT 3 Interest Total Ordinary Dividends Less: Qualified Dividends Other Ordinary Income SEE STATEMENT 4 Net Short-Term Capital Gain _____ Ordinary Gains Other Income 17,841. Total income _____ **Deductions** Interest Taxes Fiduciary Fees Charitable Deduction ______ Attorney, Accountant, Return Preparation Fees _____ Other Deductions - Not Subject to 2% Limit Other Deductions - Subject to 2% Limit Total Deductions ____ **Tax and Credits** 17.841. Taxable Income Tax - 35% Net Long-Term Capital Gain and Qualified Dividends Tax Total Regular Tax 6,244. Alternative Minimum Tax 6,244. Total Tax Credits Recapture and Other Taxes Net Tax - to Form 1041, Schedule G, line 7 6,244.

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Case: 17-3595 Document: CORPORATION 1 POR PROM 2/2018

Form 1041 (2006) MAX FRIEDSTEIN IRREVOCABLE TRUST

Pages: 1025 20-7294226 Page 3

	•	
Schedule I	Alternative Minimum	Tax (see pages 26 through 32 of the instructions)

	Adjusted total income or (loss) (from page 1, line 17)	1		17,841.
	Interest			
	Taxes			
4	Miscellaneous itemized deductions (from page 1, line 15b)			
5	Refund of taxes		(
6	Depletion (difference between regular tax and AMT)			
7	Net operating loss deduction. Enter as a positive amount			
8	Interest from specified private activity bonds exempt from the regular tax			
9	Qualified small business stock (see page 27 of the instructions)			
10	Exercise of incentive stock options (excess of AMT income over regular tax income)		ļ	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)		<u> </u>	
12	too to the state of the state o			
13	Disposition of property (difference between AMT and regular tax gain or loss)			
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	14		
15	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 5	15	<u> </u>	<u><12.</u>
16	Loss limitations (difference between AMT and regular tax income or loss)		<u> </u>	
17	Circulation costs (difference between regular tax and AMT)	i	<u> </u>	
18	Long-term contracts (difference between AMT and regular tax income)			
19	Mining costs (difference between regular tax and AMT)	19		
20	Research and experimental costs (difference between regular tax and AMT)	20	ļ	
21	Income from certain installment sales before January 1, 1987	21	()
22	Intangible drilling costs preference	22	L	
23	Other adjustments, including income-based related adjustments	23	<u> </u>	
24	Afternative tax net operating loss deduction (See the instructions for the limitation that applies)	24	()
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24	25		<u> 17,829.</u>
	Note: Complete Part II below before going to line 26.	ł	l	
26		0.		
27	0.7		L	
28	Add lines 26 and 27	28	<u> </u>	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.	29	<u> </u>	17,829.
	If fine 29 is:			
	• \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.			
	 \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. 			
Pa	• \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. • Over \$22,500, but less than \$165,000, go to line 45.			
	 \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. 			
	\$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions)	30		
30	\$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions)	30		
30 31	S22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. It II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for	30 31 32		
30 31 32	S22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. It II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for	30 31 32		
30 31 32	S22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. It II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	30 31 32 33		
30 31 32 33	S22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. It II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	30 31 32 33 34		
30 31 32 33 34 35	S22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. It II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	30 31 32 33 34 35)
30 31 32 33	S22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. It II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	30 31 32 33 34 35 36 37)
30 31 32 33 34 35 36	S22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. It II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9)	30 31 32 33 34 35 36 37 38)
30 31 32 33 34 35 36 37 38	S22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. Over \$22,500, but less than \$165,000, go to line 45. \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. It II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	30 31 32 33 34 35 36 37 38)
30 31 32 33 34 35 36 37	• \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. • Over \$22,500, but less than \$165,000, go to line 45. • \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. ***I II - Income Distribution on a Minimum Tax Basis** Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9) Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10) Total distributions. Add lines 38 and 39	30 31 32 33 34 35 36 37 38 39		
30 31 32 33 34 35 36 37 38 39	• \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. • Over \$22,500, but less than \$165,000, go to line 45. • \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. **I II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9) Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10) Total distributions. Add lines 38 and 39 Tax-exempt income included on line 40 (other than amounts included on line 8)	30 31 32 33 34 35 36 37 38 39 40	(
30 31 32 33 34 35 36 37 38 39 40 41	• \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. • Over \$22,500, but less than \$165,000, go to line 45. • \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. ***I II - Income Distribution on a Minimum Tax Basis** Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9) Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10) Total distributions. Add lines 38 and 39	30 31 32 33 34 35 36 37 38 39 40	(
30 31 32 33 34 35 36 37 38 39 40	• \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. • Over \$22,500, but less than \$165,000, go to line 45. • \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. **I II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9) Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10) Total distributions. Add lines 38 and 39 Tax-exempt income included on line 40 (other than amounts included on line 8)	30 31 32 33 34 35 36 37 38 39 40 41 42	(
30 31 32 33 34 35 36 37 38 39 40 41 42	• \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax. • Over \$22,500, but less than \$165,000, go to line 45. • \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52. **I II - Income Distribution on a Minimum Tax Basis Adjusted alternative minimum taxable income (see page 30 of the instructions) Adjusted tax-exempt interest (other than amounts included on line 8) Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0- Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4) Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions) Capital gains computed on a minimum tax basis included on line 25 Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0- Income required to be distributed currently (from Schedule B, line 9) Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10) Total distributions. Add lines 38 and 39 Tax-exempt income included on line 40 (other than amounts included on line 8) Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	30 31 32 33 34 35 36 37 38 39 40 41 42	(

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	1 1041 (2006)MAX FRIEDSTEIN IRREVOCABLE TRUST			20-7	294226 Page 4
Pa	rt III - Alternative Minimum Tax				
45	Exemption amount			45	\$22,500
46	Enter the amount from line 29	46			
47	Phase-out of exemption amount		\$75,000		
48	Subtract line 47 from line 46. If zero or less, enter -0-	48			
49	Multiply line 48 by 25% (.25)			49	
50	Subtract line 49 from line 45. Il zero or less, enter -0-			50	
51				1 -4	17,829.
52	Go to Part IV of Schedule I to figure fine 52 if the estate or trust has qualified dividends	or has a gain o	n lines 14a and 15		
	of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Of	herwise, if line 5°	1 is -		
	• \$175,000 or less, multiply line 51 by 26% (.26).				
	• Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result			52	4,636.
53	Afternative minimum foreign tax credit (see page 31 of the instructions)				
54	Tentative minimum tax. Subtract line 53 from line 52				4,636,
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G,				6,244.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0 Enter	r here and on Se	chedule G, line 1c	56	0.
Pa	rt IV - Line 52 Computation Using Maximum Capital Gains	Rates			
	Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Ta	x Worksheet,			
	or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before com	pleting this part.			
57	Enter the amount from line 51			57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the				
	Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax				
	Worksheet, whichever applies (as refigured for the AMT, if necessary)	58	<u> </u>		
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2)				
	(as refigured for the AMT, if necessary). If you did not complete	1 1			
	Schedule D for the regular tax or the AMT, enter -0-	59			
60	If you did not complete a Schedule D Tax Worksheet for the regular				
	tax or the AMT, enter the amount from line 58. Otherwise, add lines				
	58 and 59 and enter the smaller of that result or the amount from	ļi			
	line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if				
	necessary)				
	Enter the smaller of line 57 or line 60		••••••	61	
	Subtract line 61 from line 57			62	
63	If line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62			1 1	
	28% (.28) and subtract \$3,500 from the result			63	
64	Maximum amount subject to the 5% rate	64	\$2,050		
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the				
	Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet,				
	whichever applies (as figured for the regular tax). If you did not complete	[_ [
ce	Schedule D or either worksheet for the regular tax, enter -0-				
	Subtract line 65 from line 64. If zero or less, enter -0-	66		 ∤	
67	Enter the smaller of line 57 or line 58				
68	Enter the smaller of line 66 or line 67				
69 70	Multiply line 68 by 5% (.05) Subtract line 68 from line 67	1 1		69	
71	Multiply line 70 by 15% (.15)		·····	71	
79	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to li Subtract line 67 from line 61	· · · · · · · · · · · · · · · · · · ·			
73	\$1.40-b. Pa - 70.1 Oct. 1.00			_	
74	Add the - 00 CO 74 and 70			73	
	If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57			74	
. •	28% (.28%) and subtract \$3,500 from the result				
76	Enter the smaller of line 74 or line 75 here and on line 52	**************			
JWA		*******		76	C 4044 (0000)
					Form 1041 (2006)

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FORM 1041	LA	TE PAYMENT IN	iterest		STAT	EMENT 1
DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE INTEREST RATE CHANGE DATE FILED	04/15/07 06/30/07 10/15/07	6,244.	6,244. 6,336. 6,486.	.0700		92. 150.
	TEREST					242.
FORM 1041	TA	TE PAYMENT PE	CNALTY		STAT	EMENT 2
DESCRIPTION	DAT:	E AMOUNT	r BALANC	E M	ONTHS	PENALTY
DESCRIPTION TAX DUE DATE FILED	DAT: 04/15 10/15	/07 6,2		E M	ONTHS 6	PENALTY

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 19254226

ESBT		INTEREST			STATEMENT	3
DESCRIPTION			U.S. INTER		OTHER TAXA INTEREST	
LIC HOLDINGS, INC	REGULAR INTERE	ST		0.		83.
SUBTOTALS				0.		83.
TOTAL INTEREST						83.
ESBT	OTHER	ORDINARY :	INCOME		STATEMENT	4
DESCRIPTION					AMOUN	т
FROM - LIC HOLDINGS	, INC.				17,	758.
	VIII.				17	758.
TOTAL TO ESBT WORKS	4EET			:	1/,	730.
ESBT SCHEDULE I		E ACTIVITY	LOSS		STATEMENT	
			LOSS			
				AR		5
ESBT SCHEDULE I	PASSIV	NET II	NCOME (LOSS)	AR 7,758.	STATEMENT ADJUSTME	5
ESBT SCHEDULE I	PASSIV FORM SCH E	NET II	NCOME (LOSS)		STATEMENT	5 NT
ESBT SCHEDULE I NAME OF ACTIVITY LIC HOLDINGS, INC.	PASSIV FORM SCH E	NET II AMT 17,74	NCOME (LOSS) REGUL	7,758.	STATEMENT	5 NT <12.
ESBT SCHEDULE I NAME OF ACTIVITY LIC HOLDINGS, INC. TOTAL TO SCHEDULE I	FORM SCH E LINE 15	NET II AMT 17,74 ACTIVITIES	REGUL 46. 1 - WORKSHEET	7,758.	STATEMENT	5 NT <12.
ESBT SCHEDULE I NAME OF ACTIVITY LIC HOLDINGS, INC. TOTAL TO SCHEDULE I	FORM SCH E LINE 15 OTHER PASSIVE CURRENT Y	NET II AMT 17,74 ACTIVITIES	NCOME (LOSS) REGUL 46. 1 - WORKSHEET	7,758.	STATEMENT ADJUSTME STATEMENT L GAIN OR	5 NT <12. <12.
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Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 704 of 1000 PageID #:5144 Filed: 03/12/2018 Page 2019 254226

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MAX	FRIEDSTEIN ¹	IRREVOCAB	LE PRUST	12-9

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R R E A NAME	FORM OR SCHEDULE	GAIN/LO	PRIOR SS YEAR C		NET GAIN/LOSS	UNALLOWED LOSS	ALLOWE:	D
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TOTALS		17,75	8.	0.	17,758.	0.	·	0.
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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

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Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 706 of 1000 PageID #:5146

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025



Christopher Prindle Senior Director - Investments Oppenheimer & Co. Inc. Boca Village Corp Center 4855 Technology Way, Suite 400 Boca Raton, FL 33431

Phone 561-620-3115
Fax 561-416-8671
Toll Free 888-999-3660
christopher.prindle@opco.com

Member of All Principal Exchanges

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 707 of 1000 PageID #:5147

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Official Name Opportunes Trust Conpany



Oppenheimer & Co. Inc.
Boca Village Corp Center, 4855 Technology Way, Suite 400, Boca Raton, FL 33431
Phone 888-999-3660
Member of All Principal Exchanges

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 708 of 1000 PageID #:5148

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Resignation of Trustees Appointment of New Trustee and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by TRACI KRATISH, P.A. this 12th day of September 2007.

Whereas, on September 7, 2006 TRACI KRATISH, P.A. was appointed trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, TRACI KRATISH, P.A. now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations TRACI KRATISH, P.A. hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Personally known V OR Produced Identification Type of identification produced:

Signed in the presence of:	·	٠. س
Witnesses: Print Name: Siman Beinstein	TRACI KRATISH, P.A., as trustee By: Traci Kratish, its President	
Print Name: JES Remark		
STATE OF FLORIDA) COUNTY OF PALM BEACH)SS.		
The foregoing instrument was acknowledge September 2007 by Traci Kratish, as President of		
Diana Banks Commission #DD318472 Expires: May 11, 2008 Bonded Thm Atlantic Bonding Co., Inc.	Notary Public My commission expires: May 11, 2	200B

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 709 of 1000 PageID #:5149

Pages: 1025

Case: 17-3595 Document: 12-9 Filed: 03/12/2018

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accept	
the DANIEL BERNSTEIN IRREVOCABLE TR	UST effective the /// day of
NovemBer 2007.	
Witnesses:	STANFORD PRUST POMPANY
Withough.	STATE OF THE STATE
Van Ba	n. Jak
K aver sam	By: All XIII
Print Name: KAYEN BASS	PRESIDENT-STC
	As authorized individual
$(\bigcirc \bigcirc \bigcirc \nearrow \nearrow \nearrow)$	
\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
Print Name. John K. Sory	
- Weary	
STATE OF ELORIDA LA)	
•	
COUNTY OF PALM BEACH \$ (2) SS.	(17 /
The foregoing instrument was acknowled	ged before me this $///$ day of
MURINDEY 2007 by 2001S Fourney	as an authorized officer of
Stanford Trust Company.	· 3 / 4 · · · ·
· · · · · · · · · · · · · · · · · · ·	minds his distance
KATHRYN BERNHARD GERRY NOTARY PUBLIC	alast of a state of
BAR ROLL NO. 29881	ONTHE ALLENDAY
STATE OF LOUISIANA	Notary Public
MY COMMISSION IS FOR LIFE.	My commission expires: 10
/	wy commission expires. 401 129
December 15 1 17 17	
Personally known V OR Produced Identific	ation
Type of identification produced:	

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 710 of 1000 PageID #:5150

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Resignation of Trustees Appointment of New Trustee and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 5th day of September 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the MICHAEL A. BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Gerald R. LEWIN, individually

and as Trustee

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Print Name: LINDA

TS000710

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 711 of 1000 PageID #:5151

STATE OF FLORIDA COUNTY OF PALM BEACH

)ss.

The foregoing instrument was acknowledged before me this 5^{TH} day of **SEPTEMBER** 2007 by Gerald R. Lewin, individually and as trustee.

Notary Public

My commissions expires:

Commission Number:__

Personally known ____OR Produced Identification ____ Type of Identification Produced _____



Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 712 of 1000 PageID #:5152

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY

Print Name: Rown RASS

As authorized officer

Print Name:

TS000712

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this day of MIONDEY 2007 by SOIL TO as an authorized officer and German ford Trust Company.

KATHRYN BERNARD GERMAN FORD TRUST Company.

KATHRYN BERNARD GERMAN FOR LIFE.

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Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 713 of 1000 PageID #:5153

Document: 12-9 Filed: 03/12/2018

Pages: 1025

Case: 17-3595

Personally known __

Type of Identification Produced

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 714 of 1000 PageID #:5154

Case: 17-3595 Pages: 1025 Document: 12-9 Filed: 03/12/2018

Resignation of Trustees Appointment of New Trustee and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by TRACI KRATISH, P.A. this 12th day of September 2007.

Whereas, on September 7, 2006 TRACI KRATISH, P.A. was appointed trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, TRACI KRATISH, P.A. now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations TRACI KRATISH, P.A. hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of: TRACI KRATISH, P.A., as trustee Print Name: Simo Traci Kratish, its President Bernste STATE OF FLORIDA)SS. COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th day of September 2007 by Traci Kratish, as President of Traci Kratish, P.A. the trustee.

Diana Banks Commission #DD318472 Expires: May 11, 2008 Bonded Thru Atlantic Bonding Co., Inc.	Notary Public My commission expires: May 11, 2006
Personally known OR Produced Identify Type of identification produced:	fication

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 715 of 1000 PageID #:5155

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accept		
the JOSHUA Z. BERNSTEIN IRREVOCABLE	TRUST effective the day of	
November 2007.		
Witnesses:	STANFORD TRUST COMPANY	
\mathcal{L}	/1/1/k	
Kaver Jass	By:	
Print Name: KAYEN BASK	TRESIDENT-STC	
	As authorized individual	
Print Name: John L. Duzzly		
STATE OF ELORIDA (T)		
COUNTY OF PALM BEACH ELASS.	. 0	
	, Lt	
The foregoing instrument was acknowled	ged before me this 17 day of	
	, as an authorized officer of	
Stanford Trust Company.		
	Loth Ruha AS	
•	Notary Public	
	My commission expires: DLi	
/	wiy commission expires.	
Personally known OR Produced Identific	ation	
Type of identification produced:		

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 716 of 1000 PageID #:5156

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Resignation of Trustees Appointment of New Trustee and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by TRACI KRATISH, P.A. this 12th day of September 2007.

Whereas, on September 7, 2006 TRACI KRATISH, P.A. was appointed trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, TRACI KRATISH, P.A. now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations TRACI KRATISH, P.A. hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses.

TRACI KRATISH, P.A., as trustee

By:

By:

Traci Kratish, its President

STATE OF FLORIDA

COUNTY OF PALM BEACH

SS.

The foregoing instrument was acknowledged before me this 12th day of September 2007 by Traci Kratish, as President of Traci Kratish, P.A. the trustee.

Diana Banks Commission #DD318472 Expires: May 11, 2008 Bonded Thru Atlantic Bonding Co., Inc.	Notary Public My commission expires: May 11,2008
Personally known OR Produced Identificat Type of identification produced:	ion

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 717 of 1000 PageID #:5157

Case: 17-3595

Document: 12-9

Filed: 03/12/2018

Pages: 1025

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment astrustee of		
the JAKE BERNSTEIN IRREVOCABLE TRUST	effective the 14th day of	
NOVEMBER 2007.		
71-21-11-11-11-11-11-11-11-11-11-11-11-11		
Witnesses:	STANFORD TRUBE COMPANY	
Kaver Bass	By: All Ilm	
Print Name: Raven BASS	- MESIDENT-STC	
	As authorized individual	
Print Marie Shal. Brezell		
STATE OF FLORIDA (A) COUNTY OF PALM BEACH (S) SS.		
COUNTY OF EARNI DEACH COLOS.	(1)	
	11 Tr	
The foregoing instrument was acknowledged before me this // day of 2007 by 2007 by as an authorized officer of Stanford Trust Company.		
	Notary Public Balley	
,	My commission expires: 11 142	
	iviy commission expires. 1.01	
n 1/ onn 1 · · · · · · · · · · · · · · · · · ·		
Personally known OR Produced Identification		
Type of identification produced:		

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 718 of 1000 PageID #:5158

Case: 17-3595 Document: 12-9 Filed: 03/12/2018

Resignation of Trustees Appointment of New Trustee and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 5th day of SEPTEMBER. 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the JULIA IANTONI IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Gerald R. LEWIN, individually

and as Trustee

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 719 of 1000 PageID #:5159

Filed: 03/12/2018 Pages: 1025 Case: 17-3595 Document: 12-9

STATE OF FLORIDA)ss. COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 57%day of SEPTEMBER 2007 by Gerald R. Lewin, individually and as trustee.

Notary Public

My commissions expires:

Commission Number:____

Personally known OR Produced Identification Type of Identification Produced .



Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 720 of 1000 PageID #:5160

Case: 17-3595 _ Document: 12-9 Filed: 03/12/2018 Pages: 1025

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY

KAVEN BASS

As authorized officer

Print Name

TS000720

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this day of the company of the company.

STATE OF FLORIDA

The foregoing instrument was acknowledged before me this day of the company of the company.

STATE OF FLORIDA

OF STATE OF FLORIDA

NOTATION OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF Commissions expires:

Personally known ___ OR Produced Identification ___

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 721 of 1000 PageID #:5161

Filed: 03/12/2018

Pages: 1025

Document: 12-9

Type of Identification Produced

Case: 17-3595

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 500 day of SEPTEMBLE 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the CARLEY ESTHER FRIEDSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Print Name: KARA J. MILLION

Print Name: LINDA M DEROSA

Gerald R. LEWIN, individually

and as Trustee

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 723 of 1000 PageID #:5163

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 57% day of Septensee 2007 by Gerald R. Lewin, individually and as trustee.

Notary Public

My commissions expires:

Commission Number:

Personally known OR Produced Identification

Type of Identification Produced



Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 724 of 1000 PageID #:5164

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

. Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the CARLEY ESTHER FRIEDSTEIN IRREVOCABLE TRUST effective/

day of November 2007.

STANFORD TRUST COMPANY

RESIDENT -As authorized officer

TS000724

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 725 of 1000 PageID #:5165 Document: 12-9_ Case: 17-3595 Filed: 03/12/2018 Pages: 1025 STATE OF FLORIDA)SS. COUNTY OF The foregoing instrument was acknowledged before me this day of 2007 by 2001S form as a authorized officer of Stanford Trust Company. as an KATHRYN BERNHARD GERRY KATHRYN BERNHARU GERMIN NOTARY PUBLIC NOTARY PUBLIC BAR ROLL NO. 29581 STATE OF LOUISIANA STATE OF LOUISIANA MY COMMISSION IS FOR LIFEOTARY Public My commissions expires: Commission Number: 29 Personally known \checkmark OR Produced Identification ____ Type of Identification Produced _____

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 726 of 1000 PageID #:5166

Case: 17-3595 Document: 12-9 Filed: 03/12/2018

Resignation of Trustees Appointment of New Trustee and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 5th day of SEptember 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the MAX FRIEDSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Print Name:

Gerald R. LEWIN, individually and as Trustee

TS000726

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 727 of 1000 PageID #:5167

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5th day of 5th 2007 by Gerald R. Lewin, individually and as trustee.

)SS.

Notary Public

My commissions expires:

Commission Number:

Personally known OR Produced Identification _____

Type of Identification Produced _____



Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 728 of 1000 PageID #:5168

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the MAX FRIEDSTEIN IRREVOCABLE TRUST effective the ______ day of _______ 2007.

STANFORD TRUST COMPANY

As authorized officer

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this day of North 2007 by North as an authorized officer of Stanford Trust Company.

KATHRYN BERNHARD GERRY

NOTARY PUBLIC

BAR ROLL LOUISIANA

BAR ROLL LOUISIANA

BAR ROLL LOUISIANA

BAR ROLL LOUISIANA

STATE OF LOUISIANA

Commissions expires: FOR LIFE.

My commissions expires: FOR LIFE.

Commission Number: Personally known ____ OR Produced Identification ____

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 729 of 1000 PageID #:5169

Filed: 03/12/2018

Pages: 1025

Document: 12-9

Type of Identification Produced

Case: 17-3595

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 730 of 1000 PageID #:5170

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Resignation of Trustees Appointment of New Trustee and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 574 day of SEPTEMBER. 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the MOLLY N. SIMON IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust ;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Print Name: KAREN J. MILLION

Print Name: LINDA M DEROSA

Gerald R. LEWIN, individually and as Trustee

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 731 of 1000 PageID #:5171 Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

STATE OF FLORIDA COUNTY OF PALM BEACH

)ss.

The foregoing instrument was acknowledged before me this <u>57#</u> day of <u>56prenoce</u> 2007 by Gerald R. Lewin, individually and as trustee.

Notary Public

My commissions expires:

Commission Number:___

Personally known OR Produced Identification Type of Identification Produced



Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 732 of 1000 PageID #:5172

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the MOLLY N. SIMON IRREVOCABLE TRUST effective the 14th day of November 2007.

STANFORD TRUST COMPANY

Print Name:

As authorized officer

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this day of NOMBLY 2007 by LOUIS FOUND as an authorized office OF stanford Trust Company.

KATHRYN BERN PUBLISHANA
BAR ROLL LOUISIANA
BAR ROLL LOUISIANA
BAR ROLL LOUISIANA
BAR ROLL LOUISIANA
MY COMMISSION IS FOR LIFE.
STATE OF LOUISIANA
MY COMMISSION STORE TO MY COMMISSIONS expires: To My commission Number:

Personally known ____ OR Produced Identification

Type of Identification Produced _____

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 733 of 1000 PageID #:5173

Filed: 03/12/2018

Pages: 1025

Case: 17-3595 Document: 12-9

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 734 of 1000 PageID #:5174

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Resignation of Trustees Appointment of New Trustee and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 578 day of SEPTEMBER 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the ERIC D. BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

and as Trustee

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Name:

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 735 of 1000 PageID #:5175

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

STATE OF FLORIDA COUNTY OF PALM BEACH

)ss.

The foregoing instrument was acknowledged before me this \underline{STR} day of $\underline{SEREMBER}$ 2007 by Gerald R. Lewin, individually and as trustee.

Notary Public

My commissions expires:___

Commission Number:

Personally known OR Produced Identification _____

Type of Identification Produced _____



Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 736 of 1000 PageID #:5176

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this day of County of 2007 by County as an authorize KATHEN RESENTANT OF Trust Company.

NOTARY PUBLIC BAR ROLL NO. 29581
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE.

NOTARY PUBLIC

BAR ROLL NO. 29581
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE.

NOTARY PUBLIC

Commissions expires TO ME

Commission Number: Company

OR Produced Identification

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 737 of 1000 PageID #:5177

Filed: 03/12/2018

Pages: 1025

Document: 12-9

Type of Identification Produced _____

Case: 17-3595

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 738 of 1000 PageID #:5178

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Resignation of Trustees Appointment of New Trustee and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this GT# day of SEPTEMBER 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Gerald R. LEWIN, individually

and as Trustee

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Print Name:

TS000738

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 739 of 1000 PageID #:5179

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

STATE OF FLORIDA COUNTY OF PALM BEACH

)ss.

The foregoing instrument was acknowledged before me this 5^{74} day of **SEPTEMBER** 2007 by Gerald R. Lewin, individually and as trustee

Notary Public

My commissions expires:_

Commission Number:_____

Personally known OR Produced Identification _____

Type of Identification Produced _____



Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 740 of 1000 PageID #:5180

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY

PRESIDENT-STC

As authorized officer

Print Name

STATE OF FLORIDATE STATE OF FLORIDATE STATE OF FLORIDATE STATE OF FLORIDATE STATE OF LOUISIANA MY COMMISSION IS FOR LIFE.

STATE OF FLORIDATE STATE OF LOUISIANA MY COMMISSION IS FOR LIFE.

Personally known OR Produced Identification

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 741 of 1000 PageID #:5181

Filed: 03/12/2018

Pages: 1025

Document: 12-9

Type of Identification Produced ___

Case: 17-3595

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 742 of 1000 Page 4 pg 45182

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Robert Spallina

From: margaret.brown@bakerbotts.com

Sent: Thursday, July 01, 2010 10:38 AM

To: Robert Spallina
Cc: jcoker@fits-inc.com

Subject: RE: Bernstein

Robert - That is great news. I will review the attached and let you know if I have any questions.

Thank you so much -

Maggie Brown 713-229-1987

From: Robert Spallina [mailto:rspallina@tescherspallina.com]

Sent: Thursday, July 01, 2010 9:14 AM

To: Brown, Margaret Subject: Bernstein

Dear Margaret – we finally received the last of the signed petitions for the minor grandchildren and will be walking through the petitions next week to get the orders designating Oppenheimer as successor Trustee to Stanford. Attached are copies of the signed petitions we are filing for your records.

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 743 of 1000 Page D #:5183

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

IRS Circular 230 Disclaimer: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

2

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Case: 17-3595 Document: 12-9

nt: 12-9 Filed: 03/12/2018

Pages: 1025

TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I 4855 TECHNOLOGY WAY, SUITE 720 BOCA RATON, FLORIDA 33431

ATTORNEYS

DONALD R. TESCHER

ROBERT L. SPALLINA

DANIELLE R. BURNS

Tel: 561-997-7008 Fax: 561-997-7308 Toll Free: 888-997-7008 WWW.TESCHERSPALLINA.COM SUPPORT STAFF
DIANE DUSTIN
JOAN MAPILE
KIMBERLY MORAN
SUANN TESCHER

July 1, 2010

VIA HAND DELIVERY

Christopher Prindle, CFA Oppenheimer Trust Company 4855 Technology Way 4th Floor Boca Raton, FL 33431

Re: Shirley & Simon Bernstein - Grandchildren's Trusts Successor Trustee

Appointments

Dear Chris:

Enclosed are the Appointments of Successor Trustee and Acceptance of Appointments for four of Mr. and Mrs. Bernstein's grandchildren's trusts. Please have them executed and notarized, make copies for your files, and return the fully executed originals to our office.

incerely,

If you have any questions, please do not hesitate to contact me.

ROBERT L. SPALLINA

RLS/km

Enclosures

cc: Simon Bernstein (w/o enc.)

Donald R. Tescher, Esq. (w/o enc.)

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 745 of 1000 PageID #:5185

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

THE MOLLY N. SIMON IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Molly N. Simon Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Molly N. Simon Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Molly N. Simon (born on December 3, 1990) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Molly N. Simon hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

m. Suma
Molly N. Simon
OPPENHEIMER TRUST COMPANY
D.
By:
Name:
Title:

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 747 of 1000 PageID #:5187

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

STATE OF	Illinois	§			
COUNTY C	OF Cook	§ §			
Sine	This instrument w, 2010, by Molly N.		dged before me	on this the $\frac{3}{2}$ day	of
	OFFICIAL SEAL MARY ANNE COTHERN	•	May	One Ore	
3	'ARY PUBLIC - STATE OF ILLING COMMISSION EXPIRES:04/30/1		Notary Publiq	State of Illinois	-
STATE OF		8			
	OF	§ § &			
	This instrument w			on this the day	
Trust Compa	my, as the act and deed	d and on behal	If of said entity.		
			Notary Public,	State of	

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 748 of 1000 PageID #:5188

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

THE MICHAEL BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Michael Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Michael Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Michael Bernstein (born on March 12, 1992) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Michael Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 749 of 1000 PageID #:5189

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Michael Bernstein

OPPENHEIMER TRUST COMPANY

By:		
Name:		
Title.		

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 750 of 1000 PageID #:5190

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

STATE OF Folm Beach §
COUNTY OF Palm Beach §
This instrument was acknowledged before me on this the 17 day of 2010, by Michael Bernstein.
NOTARY PUBLIC-STATE OF FLORIDA Diana Banks Diana Banks
Commission #DD770917 Expires: MAY 11, 2012 BONDED THRU ATLANTIC BONDING CO., INC.
STATE OF
COUNTY OF §
This instrument was acknowledged before me on this the day of, 2010, by, of Oppenheimer
Trust Company, as the act and deed and on behalf of said entity.
Notary Public, State of

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 751 of 1000 PageID #:5191

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

THE ERIC D. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Eric D. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Eric D. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Eric D. Bernstein (born on July 6, 1989) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Eric D. Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 752 of 1000 PageID #:5192

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Eric D. Bernstein

OPPENHEIMER TRUST COMPANY

By:______Name:

Title:

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 753 of 1000 PageID #:5193

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

STATE OF Florida S COUNTY OF Palm Beach S	
This instrument was acknowled to the contract of the contract	ledged before me on this the 17th day of
Commission # 1/27/70 17 Expires: MAY 11.2 2	DBank
Expires: MAR A PART THRU ATLANTIC BONDING CO., INC.	Notary Public, State of Florida
STATE OF	
COUNTY OF§	
	edged before me on this the day of, of Oppenheimer
Trust Company, as the act and deed and on beh	alf of said entity.
	Notary Public State of

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 754 of 1000 PageID #:5194

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

THE ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Alexandra L. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Alexandra L. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee":

WHEREAS, Alexandra L. Bernstein (born on July 12, 1988) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Alexandra L. Bernstein hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 755 of 1000 PageID #:5195

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Title:

OPPENHEIMER TRUST COMPANY

By:	 	 	
Name:			

STATE OF _______ \$

COUNTY OF _______ \$

This instrument was acknowledged before me on this the _______ day of ______, 2010, by Alexandra L. Bernstein.

NOTARY PUBLIC-STATE OF FLORIDA Diana Banks
Commission #DD770917
Expires: MAY 11, 2012
BOTTED THRU ATLANTIC BONDING CO., INC.

STATE OF ______ \$

COUNTY OF _____ \$

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, ____ of Oppenheimer

Trust Company, as the act and deed and on behalf of said entity.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 756 of 1000 PageID #:5196

Filed: 03/12/2018

Notary Public, State of

Pages: 1025

Document: 12-9

Case: 17-3595

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 757 of 1000 PageID #:5197

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

N: \ WPDATA \ drt \ Bernstein, Shirley & Simon \ Grandchildren's Trusts Successor Trustee Appointments

Name	Size	Туре	Last Modified
Alexandra Bernstein Appointment of Successor Truste	e.DOC	33KB	Microsoft Word Document
	5/10/2010) 4:45 PM	
◆Carly Esther Friedstein Petition for Appointment of Su	istee.wpd	9,696	
/		ect 12 Document	3/23/2010 2:24 PM
Daniel Bernstein Petition for Appointment of Successor	or Trustee.w	/pd	9,814
	WordPerf	ect 12 Document	3/23/2010 2:38 PM
VEric Bernstein Appointment of Successor Trustee.DOC		29KB	Microsoft Word Document
	3/23/2010		
Final Order for Carly Esther Friedstein.wpd	4,955	WordPerfect 12 Document	3/22/2010 2:37 PM
Final Order for Daniel Bernstein Trust.wpd	4,141	WordPerfect 12 Document	3/22/2010 2:35 PM
Final Order for Jake Bernstein.wpd	4,702	WordPerfect 12 Document	3/22/2010 2:37 PM
Final Order for Julia lantoni.wpd	4,846	WordPerfect 12 Document	3/22/2010 2:36 PM
Final Order for Max Friedstein wpd	4,791	WordPerfect 12 Document	3/22/2010 2:37 PM
Final Order Joshua Z. Bernstein.wpd	4,722	WordPerfect 12 Document	3/22/2010 2:35 PM
Grandchildren List.wpd	9,248	WordPerfect 12 Document	3/16/2010 3:49 PM
Jake Bernstein Petition for Appointment of Successor			9,807
,	WordPerf	ect 12 Document	3/23/2010 2:38 PM
✓ Joshua Bernstein Petition for Appointment of Successor			9,817
		ect 12 Document	3/23/2010 2:42 PM
Julia Iantoni Petition for Appointment of Successor Tr	WordPerfect 12 Document		
and the state of t	3/23/2010		
Max Friedsfein Petition for Appointment of Successor			10,118
		ect 12 Document	3/23/2010 2:47 PM
Michael Bernstein Appointment of Successor Trustee.		34KB	Microsoft Word Document
	5/10/2010		
Molly Simon Appointment of Successor Trustee DOC		Microsoft Word Document	3/23/2010 2:33 PM
Simon Bernstein - Diana ltr 05-10-10.wpd	,	WordPerfect 12 Document	5/10/2010 4:47 PM
Simon Bernstein Itr 03-23-10.wpd	7,105	WordPerfect 12 Document	3/23/2010 3:37 PM

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 758 of 1000 Page F 5198

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Robert Spallina

From: Diana Banks [diana@lifeinsuranceconcepts.com]

Sent: Monday, June 28, 2010 11:01 AM

To: Robert Spallina

Subject: RE: Molly

We are waiting on Max and Carly Friedstein's - the docs were printed on front and back. I will send what

I have. Thanks

Díana Banks - Vice President of Administration

......



Life Insurance Concepts

950 Peninsula Corporate Circle, Suite 3010

Boca Raton, FL 33487 Tel: 561.988.8984 Toll Free: 866.395.8984 Fax: 561.988.0833

Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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From: Robert Spallina [mailto:rspallina@tescherspallina.com]

Sent: Monday, June 28, 2010 10:54 AM

To: Diana Banks Subject: RE: Molly

This should be everything? If so, please send us the originals..thx

Robert L. Spallina, Esq. TESCHER & SPALLINA, P.A. 4855 Technology Way, Suite 720 Boca Raton, Florida 33431 Telephone: 561-997-7008 Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]

6/28/2010

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 759 of 1000 Page 2 #i5199

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Sent: Monday, June 28, 2010 10:38 AM

To: Robert Spallina **Subject:** Molly

Díana Banks - Vice President of Administration

......

X

Life Insurance Concepts

950 Peninsula Corporate Circle. Suite 3010

Boca Raton, FL 33487 Tel: 561.988.8984 Toll Free: 866.395.8984 Fax: 561.988.0833

Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 760 of 1000 PageID #:5200

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

THE MICHAEL BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Michael Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Michael Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Michael Bernstein (born on March 12, 1992) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Michael Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 761 of 1000 PageID #:5201

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Michael Bernstein

OPPENHEIMER TRUST COMPANY

By:______Name:

Title:

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 762 of 1000 PageID #:5202

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

STATE OF Florid \$
STATE OF Florida & COUNTY OF Palm Beach &
This instrument was acknowledged before me on this the 17th day of 2010, by Michael Bernstein.
NOTARY PUBLIC-STATE OF FLORIDA Diana Banks Diana Banks
Diana Banks Commission #DD770917 Notary Public, State of Florida BONDED THRU ATIANTIC BONDING CO., INC.
STATE OF
COUNTY OF §
This instrument was acknowledged before me on this the day of, of Oppenheimer
Trust Company, as the act and deed and on behalf of said entity.
Notary Public, State of

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 763 of 1000 PageID #:5203

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

THE ERIC D. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Eric D. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Eric D. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Eric D. Bernstein (born on July 6, 1989) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Eric D. Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 764 of 1000 PageID #:5204

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Title:

Eric Danial Romsten	
Eric D. Bernstein	_
OPPENHEIMER TRUST COMPANY	
D	
By:	_
Name:	

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 765 of 1000 PageID #:5205

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

STATE OF Florida 8
COUNTY OF Palm Beaks
This instrument was acknowledged before me on this the 17th day of 2010, by Eric D. Bernstein.
Diana M. Diana M. Notary Public, State of Florish
Expires: MAN Notary Public, State of Florial Notary Public, St
STATE OF § COUNTY OF S
COUNTY OF §
This instrument was acknowledged before me on this the day of, of Oppenheimer
Trust Company, as the act and deed and on behalf of said entity.
Notary Public, State of

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 766 of 1000 PageID #:5206

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

THE ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Alexandra L. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Alexandra L. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas. Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Alexandra L. Bernstein (born on July 12, 1988) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Alexandra L. Bernstein hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 767 of 1000 PageID #:5207

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

OPPENHEIMER TRUST COMPANY

By:		-		
Name:				
Title:				

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 768 of 1000 PageID #:5208

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

STATE OF Florida 8
COUNTY OF Palm Beach &
This instrument was acknowledged before me on this the 17-th day of 2010, by Alexandra L. Bernstein.
NOTARY PUBLIC-STATE OF FLORIDA Diana Banks Commission # DD770917 Expires: MAY 11, 2012 Notary Public State of Florida
BONDED THRU ATLANTIC BONDING CO., INC. Notary Public, State of Florida
STATE OF §
STATE OF
This instrument was acknowledged before me on this the day of, of Oppenheimer
Trust Company, as the act and deed and on behalf of said entity.
N
Notary Public, State of

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 769 of 1000 PageID #:5209

Case: 17-3595 Document: 12-9 Filed: 03/12/2018

LAW OFFICES

TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I 4855 TECHNOLOGY WAY, SUITE 720 BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

Tel: 561-997-7008 Fax: 561-997-7308 Toll Free: 888-997-7008 www.tescherspallina.com SUPPORT STAFF
DIANE DUSTIN
JOAN MAPILE
KIMBERLY MORAN
SUANN TESCHER

Pages: 1025

May 10, 2010

Personal & Confidential

VIA FEDERAL EXPRESS

Attn. Diana Banks Life Insurance Concepts 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487

Re: Bernstein Family

Dear Diana:

Enclosed are the Appointments of Successor Trustee and Acceptance of Appointment for Ted's children's trusts designating Oppenheimer Trust Company as successor Trustee to Stanford Trust Company. Please have these signed by the respective children, and return them to our office in the enclosed Federal Express envelope.

If you have any questions, please do not hesitate to contact me.

OBERT L. SPALLIN

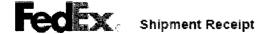
Sincerely.

RLS/km

Enclosures

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 770 of 1000 Page 12 #;5210

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025



Outbour	nd Shipment
Address	Information

Ship to:	Ship from:	Ship to:	Ship
		from:	_
Diana Banks	Kimberly Moran	Kimberly Moran	Diana
		Banks	
TESCHER & SPALLINA	TESCHER & SPALLINA	TESCHER & SPALLINA	Life
		Insurance Concepts	
950 PENINSULA	4855 Technology Way	4855 Technology Way	950
CORPORATE CIR		PENINSULA CORPORATE O	CIR
STE 3010	Suite 720	Suite 720	STE
		3010	
BOCA RATON, FL	BOCA RATON, FL	BOCA RATON, FL	BOCA
		RATON, FL	
33487-1387	33431	33431	33487-
		1387	
US	US	US	US
561-988-8984	5619977008	5619977008	561-988-
		8984	

Shipping Information

Tracking number: 793527618288

Date Created: 05/10/2010

Estimated shipping charges: 10.06

Package Information

Service type: Standard Overnight Package type: FedEx Envelope

Number of packages: 1 Total weight: 1.0LBS Declared value: 0.00 USD

Special Services: Process a Return Shipment

Pickup/Drop-off: Use an already scheduled pickup at my

location

Billing Information

Bill transportation to: Sender

Your reference: Bernstein/11087.001

P.O. no.: Invoice no.: Department no.: **Shipping Information**

Return Shipment Address Information

Tracking number: 798649606283

Estimated shipping charges:

Package Information

Return label type: Print

Service type: Standard Overnight Package type: FedEx Envelope

Number of packages: 1

RMA no.:

Total weight: 1LBS Declared value: 0.00USD

Special Services:

Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information

Bill transportation to: Sender

Your reference: Bernstein/11087.001

P.O. no.: Invoice no.: Department no.: Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 771 of 1000 PageID #:5211

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

THE ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Alexandra L. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Alexandra L. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Alexandra L. Bernstein (born on July 12, 1988) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Alexandra L. Bernstein hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 772 of 1000 PageID #:5212

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Alexandra L. Bernstein	
OPPENHEIMER TRUST COMPANY	
Зу:	
Name: Fitle:	

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 773 of 1000 PageID #:5213

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

STATE OF §	
COUNTY OF §	
This instrument was acknown, 2010, by Alexandra L. Bern	owledged before me on this the day of astein.
	Notary Public, State of
STATE OF	
COUNTY OF §	
	owledged before me on this the day of, of Oppenheimer
Trust Company, as the act and deed and on l	behalf of said entity.
	Notary Public, State of

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 774 of 1000 PageID #:5214

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

THE ERIC D. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Eric D. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Eric D. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Eric D. Bernstein (born on July 6, 1989) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Eric D. Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 775 of 1000 PageID #:5215

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Eric D. Bernstein	
Ene D. Benisten	
OPPENHEIMER TRUST COMPANY	
By:	
Name:	
Title:	

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 776 of 1000 PageID #:5216

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

STATE OF §	
STATE OF	
This instrument was acknowle , 2010, by Eric D. Bernstein.	edged before me on this the day of
	Notary Public, State of
STATE OF	
COUNTY OF §	
, 2010, by	dged before me on this the day of, of Oppenheimer
Trust Company, as the act and deed and on beha	lf of said entity.
	Notary Public, State of

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 777 of 1000 PageID #:5217

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

THE MICHAEL BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Michael Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Michael Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Michael Bernstein (born on March 12, 1992) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Michael Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 778 of 1000 PageID #:5218

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Michael Bernstein	
OPPENHEIMER TRUST COMPANY	
By:	
Name: Title:	

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 779 of 1000 PageID #:5219

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

STATE OF	
COUNTY OF §	
This instrument was acknowle, 2010, by Michael Bernstein.	dged before me on this the day of
	Notary Public, State of
STATE OF	
COUNTY OF §	
	dged before me on this the day of, of Oppenheimer
Trust Company, as the act and deed and on beha	
	Notary Public, State of

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 780 of 1000 PageID #:5220 Filed: 03/12/2018 Pages: 1025

LAW OFFICES

TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I 4855 TECHNOLOGY WAY, SUITE 720 BOCA RATON, FLORIDA 33431

ATTORNEYS DONALD R. TESCHER ROBERT L. SPALLINA LAUREN A. GALVANI

Tel: 561-997-7008 Fax: 561-997-7308 TOLL FREE: 888-997-7008 WWW.TESCHERSPALLINA.COM

SUPPORT STAFF DIANE DUSTIN JOAN MAPILE KIMBERLY MORAN SUANN TESCHER

March 23, 2010

Personal & Confidential

VIA FEDERAL EXPRESS

Mr. Simon L. Bernstein Life Insurance Concepts 950 Peninsula Corporate Circle Suite 3010 Boca Raton, FL 33487

Re: Bernstein Family

Dear Si:

Enclosed are the Petitions to Appoint Successor Trustee (seven for the minor grandchildren) and the Appointments of Successor Trustee and Acceptance of Appointment (three for the adult grandchildren) for your grandchildren's trusts designating Oppenheimer Trust Company as successor Trustee to Stanford Trust Company. Please have these signed by the respective children and grandchildren, and return them to our office in the enclosed Federal Express envelope.

If you have any questions, please do not hesitate to contact me

ROBERT L. SPALLINA

Sincerely.

RLS/km

Enclosures

Christopher Prindle cc:

Donald R. Tescher, Esq.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 781 of 1000 Page 221 Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

FedEX Shipment Receipt

Outbound Shipment Address Information

Ship to: Ship from:

Simon L. Bernstein Kimberly Moran

TESCHER & SPALLINA TESCHER & SPALLINA

950 PENINSULA 4855 Technology Way CORPORATE CIR

STE 3010 Suite 720

BOCA RATON, FL BOCA RATON, FL

334871387 33431

US US

5619888984 5619977008

Shipping Information

Tracking number: 793380315459

Date Created: 03/23/2010

Estimated shipping charges: 9.97

Package Information

Service type: Standard Overnight Package type: FedEx Envelope

Number of packages: 1 Total weight: 1.0LBS Declared value: 0.00 USD

Special Services: Process a Return Shipment

Pickup/Drop-off: Use an already scheduled pickup at my

location

Billing Information

Bill transportation to: Sender

Your reference: Bernstein/11187.001

P.O. no.: Invoice no.: Department no.: Return Shipment
Address Information

Ship to: Ship

from:

Kimberly Moran Simon L.

Bernstein

TESCHER & SPALLINA Life

Insurance Concepts

4855 Technology Way 950 PENINSULA CORPORATE CIR

Suite 720

3010

BOCA RATON, FL BOCA

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RATON, FL 33431 334871387

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5619977008 5619888984

Shipping Information

Tracking number: 798500917002

Estimated shipping charges:

Package Information

Return label type: Print

Service type: Standard Overnight Package type: FedEx Envelope

Number of packages: 1

RMA no.:

Total weight: 1LBS Declared value: 0.00USD

Special Services:

Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information

Bill transportation to: Sender

Your reference: Bernstein/11187.002

P.O. no.: Invoice no.: Department no.:

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re:	MICHAEL A. BERNSTEIN IRREVOCABLE	
	TRUST dated September 7, 2006	PROBATE DIVISION
		FILE NUMBER:

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioner, TED S. BERNSTEIN, as parent and natural guardian of MICHAEL A. BERNSTEIN, the minor beneficiary of the MICHAEL A. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, alleges:

- 1. The MICHAEL A. BERNSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the MICHAEL A. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement").
- 2. On September 5, 2007, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
- 3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
- 4. By Order of the United States District Court for the Northern District of Texas Dallas Division in SEC v. Stanford International Bank, Ltd., et al, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
- 5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
- 6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
- 7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
- 8. Ted S. Bernstein as parent and natural guardian of the Trust's beneficiary, Michael A. Bernstein, a minor born on March 12, 1992, desires to exercise Michael A. Bernstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppenheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioner respectfully requests that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on	, 2010.	
	Ted S. Bernstein, Petitioner	

Robert L. Spallina, Esq. Attorney for Petitioner Florida Bar No. 497381 Tescher & Spallina, P.A. 4855 Technology Way, Suite 720 Boca Raton, FL 33431

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: CARLY ESTHER FRIEDSTEIN IRREVOCABLE
TRUST dated September 7, 2006
PROBATE DIVISION
FILE NUMBER:

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, LISA FRIEDSTEIN and JEFF FRIEDSTEIN, as parents and natural guardians of CARLY ESTHER FRIEDSTEIN, the minor beneficiary of the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

- 1. The CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement").
- 2. On September 5, 2007, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
- 3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
- 4. By Order of the United States District Court for the Northern District of Texas Dallas Division in SEC v. Stanford International Bank, Ltd., et al, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
- 5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
- 6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
- 7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
- 8. Lisa Friedstein and Jeff Friedstein as parents and natural guardians of the Trust's beneficiary, Carly Esther Friedstein, a minor born on February 17, 1998, desire to exercise Carly Esther Friedstein's right and power under Section 5.3 of the Trust

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Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppeinheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on	, 2010.	
	Lisa Friedstein, Petitioner	
	Jeff Friedstein Petitioner	

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Attorney for Petitioner
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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

BATE DIVISION
NUMBER:
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PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, ELIOT BERNSTEIN and CANDICE BERNSTEIN, as parents and natural guardians of DANIEL BERNSTEIN, the minor beneficiary of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

- 1. The DANIEL BERNSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Traci Kratish as the initial trustee (the "Trust Agreement").
- 2. On September 12, 2007, Tracy Kratish resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
- 3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
- 4. By Order of the United States District Court for the Northern District of Texas Dallas Division in SEC v. Stanford International Bank, Ltd., et al, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
- 5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
- 6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
- 7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
- 8. Eliot Bernstein and Candice Berstein as parents and natural guardians of the Trust's beneficiary, Daniel Bernstein, a minor born on November 26, 2002, desire to exercise Daniel Bernstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppeinheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on	, 2010.
	Eliot Bernstein, Petitioner
	Candica Barnetain Patitionar

Robert L. Spallina, Esq.
Attorney for Petitioner
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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JAKE BERNSTEIN IRREVOCABLE
TRUST dated September 7, 2006
PROBATE DIVISION
FILE NUMBER:

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, ELIOT BERNSTEIN and CANDICE BERNSTEIN, as parents and natural guardians of JAKE BERNSTEIN, the minor beneficiary of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

- 1. The JAKE BERNSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Traci Kratish as the initial trustee (the "Trust Agreement").
- 2. On September 12, 2007, Tracy Kratish resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
- 3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
- 4. By Order of the United States District Court for the Northern District of Texas Dallas Division in SEC v. Stanford International Bank, Ltd., et al, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
- 5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
- 6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
- 7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
- 8. Eliot Bernstein and Candice Berstein as parents and natural guardians of the Trust's beneficiary, Jake Bernstein, a minor born on January 1, 1999, desire to exercise Jake Bernstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppeinheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on	, 2010.
	Eliot Bernstein, Petitioner
	Candice Bernstein, Petitioner

Robert L. Spallina, Esq.

Attorney for Petitioner
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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JOSHUA Z. BERNSTEIN IRREVOCABLE
TRUST dated September 7, 2006
PROBATE DIVISION
FILE NUMBER:

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, ELIOT BERNSTEIN and CANDICE BERNSTEIN, as parents and natural guardians of JOSHUA Z. BERNSTEIN, the minor beneficiary of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

- 1. The JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Traci Kratish as the initial trustee (the "Trust Agreement").
- 2. On September 12, 2007, Tracy Kratish resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
- 3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
- 4. By Order of the United States District Court for the Northern District of Texas Dallas Division in SEC v. Stanford International Bank, Ltd., et al, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
- 5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
- 6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
- 7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
- 8. Eliot Bernstein and Candice Berstein as parents and natural guardians of the Trust's beneficiary, Joshua Z. Bernstein, a minor born on August 27, 1997, desire to exercise Joshua Z. Bernstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppeinheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on	, 2010.
	Eliot Bernstein, Petitioner
	Candice Bernstein, Petitioner

Robert L. Spallina, Esq.
Attorney for Petitioner
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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JULIA IANTONI IRREVOCABLE
TRUST dated September 7, 2006
PROBATE DIVISION
FILE NUMBER:

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, GUY IANTONI and JILL IANTONI, as parents and natural guardians of JULIA IANTONI, the minor beneficiary of the JULIA IANTONI IRREVOCABLE TRUST dated September 7, 2006, allege:

- 1. The JULIA IANTONI IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the JULIA IANTONI IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement").
- 2. On September 5, 2007, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
- 3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
- 4. By Order of the United States District Court for the Northern District of Texas Dallas Division in SEC v. Stanford International Bank, Ltd., et al, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
- 5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
- 6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
- 7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
- 8. Guy Iantoni and Jill Iantoni as parents and natural guardians of the Trust's beneficiary, Julia Iantoni, a minor born on January 7, 2001, desire to exercise Julia Iantoni's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

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9. Oppeinheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on	, 2010.	
	Guy Iantoni, Petitioner	
	Iill Iantoni Petitioner	

Robert L. Spallina, Esq. Attorney for Petitioner Florida Bar No. 497381 Tescher & Spallina, P.A. 4855 Technology Way, Suite 720 Boca Raton, FL 33431

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: MAX FRIEDSTEIN IRREVOCABLE
TRUST dated September 7, 2006
PROBATE DIVISION
FILE NUMBER:

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, LISA FRIEDSTEIN and JEFF FRIEDSTEIN, as parents and natural guardians of MAX FRIEDSTEIN, the minor beneficiary of the MAX FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

- 1. The MAX FRIEDSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the MAX FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement").
- 2. On September 5, 2007, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
- 3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
- 4. By Order of the United States District Court for the Northern District of Texas Dallas Division in SEC v. Stanford International Bank, Ltd., et al, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
- 5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
- 6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
- 7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
- 8. Lisa Friedstein and Jeff Friedstein as parents and natural guardians of the Trust's beneficiary, Max Friedstein, a minor born on January 30, 1996, desire to exercise Max Friedstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

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9. Oppeinheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on	, 2010.	
	Lisa Friedstein, Petitioner	
	Leff Friedstein, Petitioner	

Robert L. Spallina, Esq.
Attorney for Petitioner
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THE ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Alexandra L. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Alexandra L. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Alexandra L. Bernstein (born on July 12, 1988) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Alexandra L. Bernstein hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

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2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but both of which, when taken together, shall constitute one and the same instrument.

OPPENHEIMER TRUST COMPANY
By:
Name:

STATE OF		§ 2			, ,
COUNTY OF	·	§ §			
	This instrument wa, 2010, by Alexandra		ed before me	on this the	day of
	·		Notary Public,	State of	14.
STATE OF		§ § §			
COUNTY OF		§			
	This instrument wa		,		
Trust Company	y, as the act and deed	and on behalf o	f said entity.		
			Notary Public,	State of	

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THE MOLLY N. SIMON IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Molly N. Simon Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Molly N. Simon Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Molly N. Simon (born on December 3, 1990) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Molly N. Simon hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

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2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Molly N. Simo	1
OPPENHEIME	R TRUST COMPANY
By:	
Name:	

STATE OF §	
STATE OF	
This instrument was acknowl, 2010, by Molly N. Simon.	ledged before me on this the day of
	Notary Public, State of
STATE OF §	
STATE OF	
, 2010, by	edged before me on this the day of of Oppenheimer
Trust Company, as the act and deed and on beh	alf of said entity.
	Notary Public, State of

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

THE ERIC D. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Eric D. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Eric D. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted it appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Eric D. Bernstein (born on July 6, 1989) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Eric D. Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Eric D. Bernstein	
OPPENHEIMER TRUST COMPANY	
By:Name:	

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 804 of 1000 PageID #:5244

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

STATE OF _		§			
COUNTY O	F	& & &			
	This instrument was _, 2010, by Eric D. Bei	_	ed before me	on this the	day of
			Notary Public	, State of	
STATE OF _		§			
COUNTY O	F	§ § §			
	This instrument was	_		on this the of O	
	ny, as the act and deed a	and on behalf	of said entity.		
			Notary Public	. State of	

Bernstein/Friedstein/Simoil/Parcyllett#: 258-1 Filed: 08/27/16 Page 805 of 1000 Page P #;5245 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Robert Spallina

From:

margaret.brown@bakerbotts.com

Sent:

Thursday, March 11, 2010 12:41 PM

To:

Robert Spallina

Cc:

christopher.prindle@opco.com; JCoker@fits-inc.com; S.Loomis-Price@bakerbotts.com

Subject:

Bernstein/Friedstein/Simon/lantoni Trusts

Attachments: Molly SimonAppointment of Successor Trustee HOU01 1130805 1.DOC; Eric BernsteinAppointment of Successor Trustee HOU01 1130812 1.DOC; Alexandra

BernsteinAppointment of Successor Trustee HOU01 1130387 1.DOC

Robert -

Pursuant to matters discussed in our telephone conference on Tuesday with Chris Prindle of Oppenheimer Trust Company, I am attaching suggested forms of Appointment of Successor Trustee/Acceptance of Appointment instruments to be considered for the Molly N. Simon, Eric D. Bernstein, and Alexandra L. Bernstein Irrevocable Trusts. Please let me know your comments to these instruments.

We would appreciate your sending an advance draft of any filing you prepare in connection with the anticipated judicial proceeding for the appointment of a successor trustee for the remainder of the Bernstein/Friedstein/lantoni Trusts to Ms. Stephanie Loomis-Price of our firm, for her review. Stephanie may be reached by telephone at 713-229-1801 or by email at stephanie.loomis-price@bakerbotts.com.

I may be reached by telephone at 713-229-1987, and by email at margaret.brown@bakerbotts.com.

Please let Stephanie or me know if you have any questions or require any further information.

Best Regards -

Maggie Brown

<<Molly SimonAppointment of Successor Trustee HOU01 1130805 1.DOC>> <<Eric BernsteinAppointment of Successor Trustee HOU01 1130812 1.DOC>> << Alexandra Bernstein Appointment of Successor Trustee HOU01 1130387 1.DOC>>

IRS Circular 230 Disclaimer: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used. for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 806 of 1000 PageID #:5246

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

THE MOLLY N. SIMON IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Molly N. Simon Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Molly N. Simon Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Stanford Trust Company was the last previous serving Trustee of the Trust;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, Section 5.10 of the Trust Agreement provides that if Gerald R. Lewin resigns or ceases to serve as Trustee, then Larry V. Bishins is appointed as Trustee of the Trust;

WHEREAS, Larry V. Bishins does not wish to serve as Trustee of the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Molly N. Simon (born on December 3, 1990) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 807 of 1000 PageID #:5247

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

- 1. Larry V. Bishins hereby declines to serve as successor Trustee of the Trust.
- 2. Molly N. Simon hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.
- 3. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Larry V. Bishins	_
Molly N. Simon	
OPPENHEIMER TRUST COMPANY	
By: Name: Title:	_

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 808 of 1000 PageID #:5248

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025 STATE OF _____ COUNTY OF _____ This instrument was acknowledged before me on this the _____ day of , 2010, by Larry V. Bishins. Notary Public, State of _____ STATE OF _____ COUNTY OF _____ This instrument was acknowledged before me on this the _____ day of , 2010, by Molly N. Simon. Notary Public, State of STATE OF _____ COUNTY OF _____ This instrument was acknowledged before me on this the day of , 2010, by _____ ____ of Oppenheimer

Notary Public, State of

Trust Company, as the act and deed and on behalf of said entity.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 809 of 1000 PageID #:5249

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

THE ERIC D. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Eric D. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Eric D. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Stanford Trust Company was the last previous serving Trustee of the Trust;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, Section 5.10 of the Trust Agreement provides that if Gerald R. Lewin resigns or ceases to serve as Trustee, then Larry V. Bishins is appointed as Trustee of the Trust;

WHEREAS, Larry V. Bishins does not wish to serve as Trustee of the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Eric D. Bernstein (born on July 6, 1989) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 810 of 1000 PageID #:5250 Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

1. Larry V. Bishins hereby declines to serve as successor Trustee of the Trust.

- 2. Eric D. Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.
- 3. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Larry V. Bishins	
Eric D. Bernstein	<u></u>
OPPENHEIMER TRUST COMPANY	
By:	
Name:	
Title:	

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 811 of 1000 PageID #:5251

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025 STATE OF _____ COUNTY OF _____ This instrument was acknowledged before me on this the _____ day of , 2010, by Larry V. Bishins. Notary Public, State of _____ STATE OF _____

COUNTY OF _____ This instrument was acknowledged before me on this the _____ day of , 2010, by Eric D. Bernstein.

Notary Public, State of

STATE OF _____ COUNTY OF _____

This instrument was acknowledged before me on this the day of _____, 2010, by _____ _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

Notary Public, State of

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 812 of 1000 PageID #:5252

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

THE ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

APPOINTMENT OF SUCCESSOR TRUSTEE AND ACCEPTANCE OF APPOINTMENT

WHEREAS, the Alexandra L. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Alexandra L. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Stanford Trust Company was the last previous serving Trustee of the Trust;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee":

WHEREAS, Alexandra L. Bernstein (born on July 12, 1988) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

- 1. Alexandra L. Bernstein hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.
- 2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 813 of 1000 PageID #:5253

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but both of which, when taken together, shall constitute one and the same instrument.

Alexandra L. Bernstein	
OPPENHEIMER TRUST COMPANY	
By:	
Name:	

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 814 of 1000 PageID #:5254
Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

STATE OF	
COUNTY OF §	
This instrument was acknowledged, 2010, by Alexandra L. Bernstein.	d before me on this the day of
	Notary Public, State of
STATE OF	
COUNTY OF §	
This instrument was acknowledged, 2010, by	d before me on this the day of, of Oppenheimer
Trust Company, as the act and deed and on behalf of	said entity.
	Notary Public, State of

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 815 of 1000 PageID #:5255

Case: 17-3595

Document: 12-9

Filed: 03/12/2018 LAW OFFICES

Pages: 1025

Tescher & Spallina, p.a.

BOCA VILLAGE CORPORATE CENTER I 4855 TECHNOLOGY WAY, SUITE 720 BOCA RATON, FLORIDA 33431

ATTORNEYS DONALD R. TESCHER ROBERT L. SPALLINA BRADLEY I. VIALPANDO

TEL: 561-997-7008 Fax: 561-997-7308 TOLL FREE: 888-997-7008 WWW.TESCHERSPALLINA.COM July 1, 2010

SUPPORT STAFF DIANE DUSTIN JOAN MAPILE KIMBERLY MORAN SUANN TESCHER

VIA HAND DELIVERY

Christopher Prindle, CFA Oppenheimer Trust Company 4855 Technology Way, 4th Floor Boca Raton, FL 33431

> Re: Shirley & Simon Bernstein - Grandchildren's Trusts Successor Trustee **Appointments**

Dear Chris:

Enclosed for your files are certified Final Orders on Petitions to Appoint Successor Trustee designating Oppenheimer Trust Company as Successor Trustee of the following trusts:

- Daniel Bernstein Irrevocable Trust dated September 7, 2006 1.
- 2. Carly Esther Friedstein Irrevocable Trust dated September 7, 2006
- Jake Bernstein Irrevocable Trust dated September 7, 2006 3.
- Max Friedstein Irrevocable Trust dated September 7, 2006 4.
- Julie Iantoni Irrevocable Trust dated September 7, 2006 5.
- Joshua Z. Bernstein Irrevocable Trust dated September 7, 2006 6.

Also enclosed in duplicate are the Acceptance by Successor Trustee for the trusts. Please have them executed and notarized in duplicate, keep one original set for your files, and return one fully executed set of originals to our office.

If you have any questions, please do not hesitate to contact me.

OBERT L. SPALLIN

RLS/km

Enclosures

Margaret Brown (w/o enc.) cc:

Simon Bernstein (w/o enc.)

Donald R. Tescher, Esq. (w/o enc.)

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 816 of 1000 PageID #:5256 Case: 17-3595 Document: 12-9 Filed: 03/12/2018

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: DANIEL BERNSTEIN IRREVOCABLE TRUST TRUST dated September 7, 2006

PROBATE DIVISION FILE NUMBER:

502010CP003123XXXXSB

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of DANIEL BERNSTEIN, a minor, as sole beneficiary of the DANIEL BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

- (A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.
- (B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.
- Oppenheimer Trust Company is hereby appointed as successor Trustee of the (C) DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

2010.

CIRCUIT COURT JUDGE

STATE OF FLORIDA · PALM BEACH COUNTY

I hereby our My that the foregoing is a true copy of the recogd in my office.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 817 of 1000 Page D #:5257

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Page 10-5

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: CARLY ESTHER FRIEDSTEIN IRREVOCABLE

TRUST dated September 7, 2006 PROBATE DIVISION

FILE NUMBER:

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by LISA FRIEDSTEIN and JEFF FRIEDSTEIN as parents and natural guardians of CARLY ESTHER FRIEDSTEIN, a minor, as sole beneficiary of the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

- (A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.
- (B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.
- (C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006.

CIRCUIT COURT JUDGE

STATE OF FLORIDA • PALM REACH COUNTY

I hereby certify that the
foregoing is a true copy
of the record in my office.

Case:	1:13-cv-03643 Do	cument #: 258-1 File	ed: 08/27/16 Page 818	of 1000 Pa	ge ID #:5258
	Case: 17-3595	Document: 12-9	Filed: 03/12/2018	PAGES:	F0 25
	IN THE CIR	CUIT COURT FOR PAI	LM BEACH COUNTY, F	TY BRACH CHEST	-8 AM
In Re:	JAKE BERNSTEIN TRUST dated Septe		PD OD A	TE DIV <u>i</u> sion	<u>.</u>
	TRUST dated Septe	mber 7, 2006	FILE N	UMBER:	
- · ·		/	502010CP0	031258	XXXSB

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of JAKE BERNSTEIN, a minor, as sole beneficiary of the JAKE BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

- (A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.
- (B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.
- (C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 2010.

CIRCUIT COURT JUDGE

T000004

STATE OF FLORIDA - MALM BEACH COUNTY

I hereby contry that the
foregoing is a true copy

TS000818

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 819 of 1000 Page ID #:5259

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Page 819 of 1000 Page ID #:5259

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDAGE

In Re: MAX FRIEDSTEIN IRREVOCABLE

TRUST dated September 7, 2006 PROBATE DIVISION

FILE NUMBER:

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

502010 CP003126XX

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by LISA FRIEDSTEIN and JEFF FRIEDSTEIN as parents and natural guardians of MAX FRIEDSTEIN, a minor, as sole beneficiary of the MAX FRIEDSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

- (A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.
- (B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.
- (C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the MAX FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006.

CIRCUIT COURT JUDGE

TS000819

STATE OF FLORIDA * MALM BEACH COUNTY

I hereby certify that the
foregoing is a true copy

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 820 of 1000 Page D #:5260

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Page 820 of 1000 Page D #:5260

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA PAGE PROBATE DIVISION FILE NUMBER:

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

502010 CPOD 3127XXXXSB

STATE OF FLORIDA - MALS BEACH COUNTY

I hereby certify that the
foregoing is a true copy

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by GUY IANTONI and JILL IANTONI as parents and natural guardians of JULIA IANTONI, a minor, as sole beneficiary of the JULIA IANTONI IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

- (A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.
- (B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.
- (C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JULIA IANTONI IRREVOCABLE TRUST dated September 7, 2006.

CIRCUIT COURT JUDGE

TS000820

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 821 of 1000 PageID #:5261

Case: 17-3595

Document: 12-9

Filed: 03/12/2018

Page 1055

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JOSHUA Z. BERNSTEIN IRREVOCABLE

TRUST dated September 7, 2006

PROBATE DIVISION

FILE NUMBER:

502010 CP 003128XXXXXSS

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of JOSHUA Z. BERNSTEIN, a minor, as sole beneficiary of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

- (A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.
- (B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.
- (C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 2010.

__

CIRCUIT COURT JUDGE

STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the
foregoing is a true copy

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 822 of 1000 PageID #:5262

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003123XXXXSB, does hereby accept its appointment as Successor Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGN	NED has executed this Acceptance by Successor Trustee
on this, 2010.	
Witnesses:	OPPENHEIMER TRUST COMPANY
	Ву:
Print Name:	Its:
Print Name:	
STATE OF FLORIDA	
SS COUNTY OF PALM BEACH	
THE FOREGOING was acknowledged as	before me this day of July, 2010, by of OPPENHEIMER TRUST COMPANY.
	Signature - Notary Public
□ Personally Known □ Produced Identification/Type of Identification	Print, type or stamp name of Notary Public

N'WPDATA\dn\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointments\Acceptance as Trustee for Daniel Bernstein wpd

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 823 of 1000 PageID #:5263

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003124XXXXSB, does hereby accept its appointment as Successor Trustee of the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

In '	WITNESS WHEREC	of, the Undersignei	has executed this Acceptance by Successor Truste	e:
on this	day of	, 2010.	•	
Witnesses:			OPPENHEIMER TRUST COMPANY	
			By:	_
Print Name:			Its:	_
STATE OF	FLORIDA	00		
COUNTY	OF PALM BEAC	SS CH		
			fore me this day of July, 2010, b of OPPENHEIMER TRUST COMPANY.	y
			Signature - Notary Public	
□ Personall	ly Known		Print, type or stamp name of Notary Public	
□ Produced	l Identification/Ty	pe of Identification I	Produced	

N/WPDATA\drt\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointments\Acceptance as Trustee for Carly Esther Friedstein wpd

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 824 of 1000 PageID #:5264

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003125XXXXSB, does hereby accept its appointment as Successor Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN	WITNESS WHEREOF	, THE UNDERSIGNED	has executed this Acceptance by Successor Trustee
on this	day of	, 2010.	
Witnesses:	:		OPPENHEIMER TRUST COMPANY
			Ву:
Print Name:			Its:
STATE OI	F FLORIDA	SS	
COUNTY	OF PALM BEACH		
Тн	E FOREGOING was	acknowledged before	ore me this day of July, 2010, by _ of OPPENHEIMER TRUST COMPANY.
			Signature - Notary Public
□ Personal	ly Known		Print, type or stamp name of Notary Public
□ Produce	d Identification/Typ	e of Identification Pr	roduced

N'WPDATA\drt\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointments\Acceptance as Trustee for Jake Bernstein und

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ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the MAX FRIEDSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003126XXXXSB, does hereby accept its appointment as Successor Trustee of the MAX FRIEDSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

In Witness Whereof, the Undersig	NED has executed this Acceptance by Successor Trustee
on this, 2010.	
Witnesses:	OPPENHEIMER TRUST COMPANY
	Ву:
Print Name:	Its:
Print Name:	
STATE OF FLORIDA	
SS COUNTY OF PALM BEACH	
	before me this day of July, 2010, by of OPPENHEIMER TRUST COMPANY.
	Signature - Notary Public
☐ Personally Known☐ Produced Identification/Type of Identification	Print, type or stamp name of Notary Public On Produced

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JULIE IANTONI IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003127XXXXSB, does hereby accept its appointment as Successor Trustee of the JULIE IANTONI IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

In Witness Whereof, the Undersign	ED has executed this Acceptance by Successor Trustee
on this, 2010.	
Witnesses:	OPPENHEIMER TRUST COMPANY
	Ву:
Print Name:	Its:
Print Name:	
STATE OF FLORIDA	
SS COUNTY OF PALM BEACH	
THE FOREGOING was acknowledged as	pefore me this day of July, 2010, by of OPPENHEIMER TRUST COMPANY.
	Signature - Notary Public
□ Personally Known □ Produced Identification/Type of Identification	Print, type or stamp name of Notary Public
• •	

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003128XXXXSB, does hereby accept its appointment as Successor Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

In Witness Whereof, the	EUNDERSIGNED has executed this Acceptance by Successor Trustee
on this day of	_, 2010.
Witnesses:	OPPENHEIMER TRUST COMPANY
	-
Print Name:	Its:
Print Name:	
STATE OF FLORIDA	
SS COUNTY OF PALM BEACH	
	of OPPENHEIMER TRUST COMPANY.
	Signature - Notary Public
□ Personally Known □ Produced Identification/Type of	Print, type or stamp name of Notary Public Identification Produced

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Robert Spallina

From: margaret.brown@bakerbotts.com

Sent: Thursday, July 08, 2010 3:25 PM

To: Robert Spallina

Cc: jcoker@fits-inc.com; Lauren Galvani

Subject: RE: Acceptance by Successor Trustee

Yes, then we would prefer originals.

Thanks so much -

Maggie

From: Robert Spallina [mailto:rspallina@tescherspallina.com]

Sent: Thursday, July 08, 2010 2:16 PM

To: Brown, Margaret

Cc: jcoker@fits-inc.com; GalvanLauren i **Subject:** RE: Acceptance by Successor Trustee

Good catch Maggie. We will make the change and get everything to you as soon as they are available. Do you want originals of the acceptance documents from Oppenheimer? They will not be file-stamped from the court.

Thanks,

Robert L. Spallina, Esq. TESCHER & SPALLINA, P.A. 4855 Technology Way, Suite 720 Boca Raton, Florida 33431 Telephone: 561-997-7008 Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

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From: margaret.brown@bakerbotts.com [mailto:margaret.brown@bakerbotts.com]

Sent: Thursday, July 08, 2010 2:42 PM

To: Robert Spallina **Cc:** jcoker@fits-inc.com

Subject: Acceptance by Successor Trustee

Robert -

My only comment to the Acceptance instrument is to suggest revising the words "I have" in the line beginning with "IN WITNESS WHEREOF, ..." instead to "the undersigned has".

We would appreciate receiving file-stamped executed copies of the Acceptance instruments (as well as the related Orders) for our files.

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Please let me know if you have any questions, and thank you for your assistance.

Maggie Brown 713-229-1987

From: Robert Spallina [mailto:rspallina@tescherspallina.com]

Sent: Thursday, July 08, 2010 11:12 AM

To: Brown, Margaret

Subject: FW: Acceptance by Successor Trustee

Maggie – we did get all the orders signed today. Please approve the attached form of acceptance for Oppenheimer to sign in connection with the six trusts. Each of the documents will be identical except for the case number and trust name. Thank you

Robert L. Spallina, Esq. TESCHER & SPALLINA, P.A. 4855 Technology Way, Suite 720 Boca Raton, Florida 33431 Telephone: 561-997-7008 Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

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From: Lauren Galvani

Sent: Thursday, July 08, 2010 12:04 PM

To: Robert Spallina

Subject: Acceptance by Successor Trustee

Lauren A. Galvani, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: lgalvani@tescherspallina.com

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copies of this message.

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Robert Spallina

From: margaret.brown@bakerbotts.com

Sent: Tuesday, July 06, 2010 4:38 PM

To: Robert Spallina

Cc: jcoker@fits-inc.com

Subject: Stanford Trust Company - Simon Bernstein Grandchildren's Trusts

Robert -

I appreciate your sending us the attached Petitions. I do have one question: each of the trust agreements provides that if the initial trustee of the particular trust ceases to serve, then Mr. Larry V. Bishins is appointed as successor trustee. Is there an instrument on file whereby Mr. Bishins has previously waived his right to serve as a successor trustee?

When the Orders appointing Oppenheimer have been entered by the court, we would appreciate your sending us file-stamped copies, together with filed-stamped copies of Oppenheimer's acceptance of its appointments.

Also, I believe at this point there are four adult Bernstein grandchildren: Michael A. Bernstein, Alexandra L. Bernstein, Eric D. Bernstein, and Molly N. Simon. I had previously prepared suggested documents providing for Alexandra, Eric and Molly (at the time Michael not having yet reached the age of 18) to appoint the successor trustee of his or her trust in accordance with the terms of his or her trust agreement. Can you tell me the status of the execution of these (or similar) documents? Also, are you going to prepare a similar appointment document for Michael?

Thank you for your assistance. If you have any questions, please call or email me.

Best Regards -

Maggie Brown 713-229-1987

From: Robert Spallina [mailto:rspallina@tescherspallina.com]

Sent: Thursday, July 01, 2010 9:14 AM

To: Brown, Margaret Subject: Bernstein

Dear Margaret -- we finally received the last of the signed petitions for the minor grandchildren and will be walking through the petitions next week to get the orders designating Oppenheimer as successor Trustee to Stanford. Attached are copies of the signed petitions we are filing for your records.

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: gspallina@tescherspallina.com

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TRUST AGREEMENT FOR THE MOLLY N. SIMON IRREVOCABLE TRUST

September 7, 2006

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

TRUST AGREEMENT

FOR THE

MOLLY N. SIMON IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Molly N. Simon Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1 BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, MOLLY N. SIMON ("Beneficiary").

ARTICLE 2 TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule \underline{A} , which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule \underline{A} to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3 IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4 Administration of Trust

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

Initials	
MOLLYN SIMON	TRREVOCABLE TRUST

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4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

- 4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.
- 4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

ARTICLE 5 PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust Agreement:

- 5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.
- 5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.
- 5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.
- 5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

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5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

- 5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.
- 5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.
- 5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.
- 5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

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MOLLY N. SIMON	IRREVOCABLE TRUST

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5.10 Successor Trustee. In the event the initial Trustee, Gerald R. Lewin, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6 PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7 FIDUCIARY POWERS

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

- 7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.
- 7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.
- 7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

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7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

- 7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.
- 7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.
- 7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.
- 7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.
- 7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms

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of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and wellbeing of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

- 7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.
- 7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.
- 7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.
- 7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.
- 7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

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MALLIMES	<u> </u>	
MOLLY N. S	SIMON IRREVOCABLE TRUST	

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7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

- 7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.
- 7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.
- 7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.
- 7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

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7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

- 7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.
- **7.22** Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.
- **7.23** Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.
- 7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.
- 7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.
- **7.26 Depreciation**. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.
- 7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.
- 7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint

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a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

- 7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.
- 7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:
 - To retain and operate the property for as long as it deems advisable;
 - To control, direct, and manage the property, determining the manner and
 extent of its active participation in these operations, and to delegate all or
 any part of its supervisory power to other persons that it selects;
 - To hire and discharge employees, fix their compensation, and define their duties;
 - To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
 - Except as otherwise provided with respect to mandatory income
 distributions, to retain any amount of the net earnings for working capital
 and other purposes that it deems advisable in conformity with sound and
 efficient management; and
 - To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8 SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal

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Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

- 8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.
- 8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:
- (a) Consent. The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.
- (b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.
- (c) **Principal Invasions**. If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).
- (d) Final Distribution. If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.
- (e) Termination of QSST Status. If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the

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beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9 PERPETUITIES PROVISION

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

ARTICLE 10 Administration and Construction

- 10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.
- (a) Other Resources. Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.
- (b) Trustee's Decision. Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.
- (c) Standard of Living. Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.
- 10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.
- (a) **Pecuniary Gifts.** All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.
- (b) Adjustments. The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts.

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The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

- 10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.
- 10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.
- (a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.
- (b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.
- (c) Certification and Payment. The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.
- 10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 **Definitions**. As used in this Trust Agreement, the following terms have the meanings set forth below:

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(a) Trustees.

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(1) Independent Trustee means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.

- (2) Corporate Trustee means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.
- (b) Internal Revenue Code Terms.
 - (1) Internal Revenue Code means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
 - are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books,

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fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(3) Related Person as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) Other Terms.

- (1) Distributions that are to be made to a person's descendants, per stirpes, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.
- (2) Disabled or under a disability means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.
- (3) Removal of a Trustee for cause includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.
- (4) The words will and shall are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

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indicated; as used in this Trust Agreement, the word may means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

- 11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.
 - (a) A general power of appointment granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
 - (b) A special power of appointment is any power that is not a general power.
 - (c) A testamentary power of appointment (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
 - (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.
- 11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) Facts. A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of

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birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

- (b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.
- 11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.
- 11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.
- 11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.
- 11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

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Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Simon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Gerald R. Lewin

Two witnesses as to Gerald R. Lewin

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Schedule A Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

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STANFORD TRUST COMPANY

445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

Administrator: Eliska M. Lynch Phone #: (225) 381-0542

Cover Page

Molly N. Simon knesonable Trust

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor Trustee for The Molly N. Simon Irrevocable Trust STBR10041

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

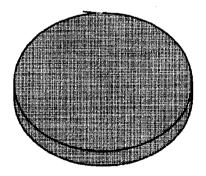
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	This Period	1/1/07 to 12/31/07
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

Asset Allocation Summary

	Asset Class	Balance
100%	Cash & Equivalents	 \$17,073.86
100%	Total Assets Value	\$17,073.86



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

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Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

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Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

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STANFORD TRUST COMPANY

445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

Administrator: Eliska M. Lynch Phone #: (225) 381-0542

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Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor Trustee for The Molly N. Simon Irrevocable Trust STBR10041

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

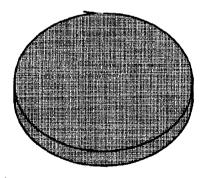
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	This Period	1/1/07 to 12/31/07
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

Asset Allocation Summary

	Asset Class	Balance
100%	Cash & Equivalents	 \$17,073.86
100%	Total Assets Value	 \$17,073.85



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

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Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts Dividend Income Other Income Interest Income Additions Capital Gain Distributions Tax Exempt Dividends & Interest	\$0.00 \$0.00 \$0.00 \$17,073.86 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements Distributions Fees Expenses Taxes	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00
Total Disbursements	\$0.00	\$0.00
Purchases Sales/Maturities Asset Transfers Free Receipts Free Deliveries	-\$17,073.86 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00
Total Asset Transfers	\$0.00	\$0.00
Other Ending Cash Balance on 12/31/07	\$0.00 \$0.00	\$0.00 \$0.00

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Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle

Phone #: (561) 544-8300

Administrator: Eliska M. Lynch Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor Trustee for The Molly N. Simon Irrevocable Trust STBR10041

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Simon Bernstein 950 Peninsula Corp. Circle, Ste 3010 Boca Raton, FL 33487-1387

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445 North Blvd, Suite 820 Baton Rouge, LA 70802

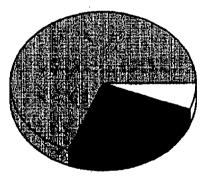
Market Velue Reconciliat	ion	
200000000000000000000000000000000000000	This Period	1/1/08 to 3/31/08
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,726.58	-\$6,726.58
Income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.69	\$12,098.69
Ending Market Value	\$125,863.96	\$125,863.96
Realized Galns/Losses (Included in Total Above)	-\$52.67	-\$52.67

Account Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

			Total Portfolio Value	\$125,863.96
		100%	Total Assets Value Total Liabilities Value	\$132,041.00 -\$6,177.04
		6%	Cash & Equivalents	\$8,490.33
		25%	Fixed Income	\$32,811.35
		69%	Equity	\$90,739.32
			Asset Class	Balance
Asset	Alloca	tion Su	200-00-00-00-00-00-00-00-00-00-00-00-00-	



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	\$20.49	\$5,245.44	\$5,581.06	-\$335.62	\$0.00
			\$18,654.54	\$19,442.41	-\$787.87	\$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$ 19.75	\$6,808.73	\$6,857. 00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
			\$16,439.33	\$16,669.66	-\$230.33	\$703.89
Equity International Emerging						
Wisdomtree Emg Mtks H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93 .	\$4,206.65	-\$195.72	\$37.58
			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
Equity International Diverse				,		
American Capital World G&I-F CUSIP: 140543406	161.87	\$40.91	\$6,622.27	\$6,888.94	-\$266.87	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5,620.07	-\$613.12	\$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	\$17.95	\$2,656.60	\$2,809.04	-\$152.44	\$56.09
iShares MSCI Singapore CUSIP: 484286673	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8.33	\$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tex Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	\$11.06	\$6,779.07	\$8,858.75	-\$79.68	\$619.68
Total Fixed Income			\$32,811,35	\$33,007.58	\$196.23	\$2,207.09
Total All Assets			\$132,041.00	\$130,786.46	-\$4,922.50	\$3,919.71
Liabilities Income Cash			-\$6,177.04			······································
Total Liebilities			-\$6,177.04	\$2,00	\$0.00	\$0.00
Total All Liabilities			-\$6,177.04	\$0.00	\$0.00	\$0.00
Portfolio Grand Total			\$125,863.96	\$130,786.46	-\$4,922.50	\$3,919.71

Transaction Detail

Statement of Value and Activity

Deto	Transaction Description	Principal Cash	Income Cash	Realized G/L
/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Dividend income			
/2/08	Cash Receipt of Dividend Earned on	\$0.00	\$13.61	\$0.00
	SEI Daity Income Prime Obi #34			
	Dividend from 12/1/07 to 12/31/07			•
2/1/08	Cash Receipt of Dividend Earned on	\$0.00	\$64.52	\$0.00
	SEI Daily Income Prime Obl #34			
	Dividend from 1/1/08 to 1/31/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$211.92	\$0.00
	SEI Daily Income Prime Obl #34			•
	Dividend from 2/1/08 to 2/29/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$77.28	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Dividend from 2/1/08 to 2/29/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$4.64	\$0.00
	Oppenheimer Intl Bond Fd-A			
	Dividend from 2/1/08 to 2/29/08			
3/3/08	Cash Receipt of Dividend Earned on	\$0.00	\$1.75	\$0.00
	Pioneer Global High Yield-A			
	Dividend from 2/1/08 to 2/29/08			
3/24/08	Cash Receipt of Dividend Earned on	\$0.00	\$31.94	\$0.00
	American Capital World G&I-F			
	\$0.1983/Unit on 161.075 Units Due 3/24/08			
3/26/08	Cash Receipt of Dividend Earned on	\$0.00	\$86.19	\$0.00
	Loomis Sayles Bond Fund-Ret			
	\$0.0821/Unit on 1,049.826 Units Due 3/25/08			
	-	\$0.00	\$491.85	

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
3/17/08	Taxes Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Molly Simon IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250.00	\$0.00
	•	\$0.00	-\$6,250.00	
Total Dis	sbursements	-\$57.69	-\$6,668.89	
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daity Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-\$13.61	\$0.00	\$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-\$64.52	\$0.00	\$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-\$120,000.00	\$0.00	\$0.00
2/20/08		-\$137,151.99	\$0.00	\$0.00
2/28/08		-\$6,857.00	\$0.00	\$0.00

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612.779 Units of	-\$6,857.00	\$0.00	\$0.00
	Pioneer Global High Yield-A			
	Trade Date 2/27/08			
	612.779 Units At \$11.19			
2/29/08	Purchased 148 Units of	-\$2,809.04	. \$0,00	\$0.00
	iShares MSCI Hong Kong			
	Trade Date 2/26/08			
	148 Units At \$18.98			,
2/29/08	Purchased 47 Units of	-\$2,787.10	\$0.00	\$0.00
	Market Vectors Agribusiness			
	Trade Date 2/26/08			
	47 Units At \$59,30			
2/29/08	Purchased 56 Units of	-\$1,426.66	\$0.00	\$0.00
	iShares MSCI Switzerland Index			
	Trade Date 2/26/08	•		
	56 Units At \$25.476	•		
2/29/08	Purchased 55 Units of	-\$2,800.02	\$0.00	\$0.00
	Market Vectors Russia ETF			•
	Trade Date 2/26/08			
	55 Units At \$50.9094			
2/29/08	Purchased 54 Units of	-\$2,845.25	\$0.00	\$0.00
	iShares S&P Gsti Semiconductor Index			
	Trade Date 2/26/08			
	54 Units At \$52.6899			
2/29/08	Purchased 123 Units of	-\$2,810.32	\$0.00	\$0.00
	iShares MSCI United Kingdom			
	Trade Date 2/26/08			
	123 Units At \$22.8481			
2/29/08	Purchased 213 Units of	-\$2,728.34	\$0.00	\$0.00
	iShares MSCI Singapore			
	Trade Date 2/26/08			
	213 Units At \$12.8091			

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/19/08	Purchased 27 Units of	-\$1,318.14	\$0.00	\$0.00
	Market Vectors Russia ETF			
	Trade Date 3/14/08			
	Paid \$1.08 Brokerage			
	27 Units At \$48.779983			
3/20/08	Purchased 1,373.99 Units of	-\$1,373.99	\$ 0. 00	\$0.00
	SEI Daily Income TR Treas #38 CL A		•	
	Trade Date 3/20/08			
3/24/08	Purchased 0.799 Units	-\$31.94	\$0.00	\$0.00
	American Capital World G&I-F @ \$39.98			
	through Reinvestment of Cash Dividend Due 3/24/08			
3/26/08	Purchased 6.13 Units	-\$86 .19	\$0.00	\$0.00
	Loomis Sayles Bond Fund-Ret @ \$14.06			
	through Reinvestment of Cash Dividend Due 3/25/08			
Total Pu	chases	-\$388,793.14	\$0.00	
	Sales/Maturities			
	Seles/Maturities			•
0/00/00		\$137,151.99	\$0.00	\$0.00
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34	\$137,151,39	\$0.00	\$0.00
	Trade Date 2/20/08			
0/00/00	7.4	605 000 00	\$0.00	\$0.00
2/28/08	Sold 85,030 Units of	\$85,030.00	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08			
0/00/00	Sold 43,427.17 Units of	\$43,427.17	\$0.00	\$0.00
2/29/08		\$45,427.17	φυ.υυ	φυ.υυ
	SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08			
0/4 4/00	Sold 361.2 Units of	\$261.00	\$0.00	\$0.00
3/14/08	••••	\$361.20	\$0.00	φυ.υυ
	SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08			
	I Rue Date 3/14/05			

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Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized GAL
3/17/08		\$6,250.00	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/17/08	•		•
3/19/08	Sold 1,318.14 Units of	\$1,318.14	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 3/19/08	·		
3/20/08	Sold 56 Units of	\$1,373.99	\$0.00	-\$52.67
	iShares MSCI Switzerland Index			·
	Trade Date 3/17/08			
	Paid \$2,24 Brokerage			
	Paid \$0.02 SEC Fee	•		
	St Capital Loss of \$52.67- on Federal Cost			
	Federal Tax Cost \$1,426.66			
	56 Units At \$24.575952			
3/25/08	17.177.1 11.4. 1. 1. 1. T	\$115.38	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A	4 , 75,65	44.45	40104
	Trade Date 3/25/08			
Total Sal	les/Maturities	\$275,027.87	\$0.00	
3/31/08	Ending Balance	\$6,177.04	-\$6,177.04	

TS000870

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Case: 17-3595

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
2/29/08	Purchased 65 Units of	-\$5,620.07	\$0.00	\$0 .00
	iShares MSCI Brazil Index Fund			
	Trade Date 2/26/08			
	65 Units At \$86.4626		•	
2/29/08	Purchased 256 Units of	-\$5,581.06	\$0. 00	\$0.00
	Powershares Dynamic Mid Cap Growth			
	Trade Date 2/26/08			
	256 Units At \$21.801			
2/29/08	Purchased 140 Units of	-\$9,812. 66	\$0.00	\$0.00
	Vanguard European ETF			
	Trade Date 2/26/08			
	140 Units At \$70.0904			
2/29/08	Purchased 77 Units of	-\$4,206.65	\$0.00	\$0.00
	Wisdomtree Emg Mtks H/Y Equity			
	Trade Date 2/26/08			
	77 Units At \$54.6318			
3/3/08	Purchased 77.28 Units of	-\$77.28	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A			
	Trade Date 2/29/08			
	Reinvestment of Income Received 2/29/08			
3/3/08	Purchased 0.694 Units	-\$4.64	\$0.00	\$0.00
	Oppenheimer Intl Bond Fd-A @ \$6.69		·	•
	through Reinvestment of Cash Dividend Due 3/3/08			
3/3/08	Purchased 0.157 Units	-\$1.75	\$0.00	\$0.00
	Pioneer Global High Yield-A @ \$11.16	· ·	• •	****
	through Reinvestment of Cash Dividend Due 3/3/08		•	
3/6/08	Purchased 211.92 Units of	-\$211.92	\$0.00	\$0.00
	SEI Daily Income TR Treas #38 CL A	,	*****	*****
	Trade Date 3/6/08			

TS000871

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	income Cash	Realized G/L
2/28/08	Purchased 161.075 Units of	-\$6,857.00	\$0,00	\$0.00
	American Capital World G&I-F			
	Trade Date 2/27/08			
	161.075 Units At \$42.57			
2/28/08	Purchased 526.824 Units of	-\$8,229.00	\$0.00	\$0.00
	Hussman Strategic Growth Fund			
	Trade Date 2/27/08			
	526.824 Units At \$15.62			
2/28/08	Purchased 344.746 Units of	-\$6,857.00	\$0.00	\$0.00
	ING Global Real Estate Fd-A			
	Trade Date 2/27/08			
	344.748 Units At \$19.89			•
2/28/08		-\$5,486.00	\$0.00	\$0.00
	Keeley Small Cap Val Fd-A			
	Trade Date 2/27/08			
	205.468 Units At \$26.70		•	
2/26/08	Purchased 392.137 Units of	-\$10,972.00	\$0.00	\$0.00
	Kinetics Paradigm Fund-No LD			
	Trade Date 2/27/08			
	392,137 Units At \$27.98			
2/28/08	Purchased 367.667 Units of	-\$6,857.00	\$0.00	\$0.00
	T Rowe Price New Asia			
	Trade Date 2/27/08			
	367,667 Units At \$18.65			
2/28/08	Purchased 1,049.826 Units of	-\$15,086.00	\$0.00	\$0.00
	Loomis Sayles Bond Fund-Ret			
	Trade Date 2/27/08			
	1,049.826 Units At \$14.37		•	.
2/28/08	Purchased 1,652.41 Units of	-\$10,972.00	\$0.00	\$0.00
	Oppenheimer Intl Bond Fd-A			
	Trade Date 2/27/08	•		
	1,652.41 Units At \$6.64			

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Transaction Detail (continued)

Statement of Value and Activity

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/5/08	Additions Cash Receipt Addition to Account Lic Holdings, Inc Check #1159 DTD 12/31/07	\$120,000.00	\$0.00	\$0.00
		\$120,000.00	\$0.00	
Total Re	celpts	\$120,000.00	\$491.85	
	Disbursements			
3/25/08	Fee Collected Based on A Market Value of \$124,782.26	-\$57.69	\$0.00	\$0.00
3/25/08		\$0.00	-\$57.69	\$0.00
		-\$57.69	-\$57.69	
3/14/08	Expenses Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Molly Simon IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	\$0.00	-\$361.20	\$0.0 0
		\$0.00	-\$361.20	

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Transaction Summary

Statement of Value and Activity

Transaction Summary		
Transaction Category	Principal Cash	income Cash
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts		\$404.0F
Dividend Income	\$0.00	\$491.85
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$120,000.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$120,000.00	\$491.85
Disbursements		
Distributions	\$0.00	\$0.00
Fees	-\$57.69	-\$57.69
Expenses	\$0.00	-\$361.20
Taxes	\$0.00	-\$6,250.00
Total Disbursements	-\$57.69	-\$6,668.89
Purchases	-\$388,793.14	\$0.00
Bales/Maturities	\$276,027,87	\$0,00
Asset Transfers	42. 3,22. 12.	
	\$0.00	\$0.00
Free Receipts Free Deliveries	\$0.00	\$0.00
		The state of the s
Total Asset Transfers	\$0,00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 3/31/08	\$6,177.04	-\$6,177.04

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Asset Detail (continued)

Statement of Value and Activity

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	\$25.94	\$10,172.03	\$10,972,00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	\$46.53	\$3,815.48	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	\$16.66	\$6,125.33	\$6,857.00	-\$731.67	\$69.86
-			\$39,770.53	\$42,803.87	-\$3,033.34	\$658.11
Equity Mid Cap Value Allegiant Mid Cap Value I CUSIP: 01748E631	514.02	\$12.56	\$6,456.07	\$6,857.00	-\$400.93	\$131.07
-			\$6,456.07	\$6,857.00	-\$400.93	\$131.07
Total Equity			\$90,739.32	\$95,465.59	-\$4,726.27	\$1,596.32
Fixed Income Fixed Income Mutual Funds Oppenheimer International Bond Fund CUSIP: 68380T103	1,853.10	\$6.76	\$11,174.98	\$10,876.64	\$198.34	\$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

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Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

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Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents Money Market Funds SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,313.29	\$1.00	\$2,313.29	\$2,313.29	\$0.00	\$27.30
_			\$2,313.29	\$2,313.29	\$0.00	\$27.30
Cash Principal Cash			\$6,177.04			
· ·			\$6,177.04	\$0.00	\$0.00	\$0.00
Total Cash & Equivalents			\$8,490.33	\$2,319.29	\$0.00	\$27.30
Equity Equity Small Cap Value Mutual Funds Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	\$26.32	\$5,4 07.92	\$5,486.00	-\$78.08	\$0.00
		· · · · · · · · · · · · · · · · · · ·	\$5,407.92	\$5,486.00	-\$78.08	\$0.00
Other Domestic Equity						
Hussman Strategic Growth Fund CUSIP: 448108100	526.82	\$15.59	\$8,213.19	\$8,229.00	-\$15.81	\$48.47
iShares S&P Gati Semiconductor Index CUSIP: 464287523	x 54.00	\$49 .56	\$2,676.24	\$2,845.25	-\$169.01	\$16.20
Market Vectors Agribusiness CUSIP: 57060U605	47.00	\$53.61	\$2,519.67	\$2,787.10	-\$267.43	\$0.00



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, '.	044		L7-3595 Document: 12-9 EXTENSION GRANTED TO 10 10 12 /23/07/2018 WILLIAM TO TO 10 10 10 10 10 10 10 10 10 10 10 10 10	ust	Pag S	ges: 1025 2006
		Department of the Tr			1	OMB No. 1545-0092
		year 2006 or fisca	Name of estate or trust (it a grantor type trust, see page 12 of the instructions.)	Ç Em	pioye	r identification number
<u> </u>	Type of	-		_	20	7294203
\vdash		ent's estate	MOLLY SIMON IRREVOCABLE TRUST (())	V Oat		/ created
\vdash	Simple		Name and title of fiduciary		0	9/01/2006
X	•	ex trust		E No		npt charitable and split-
		ed disability trust	STANFORD TRUST COMPANY, TRUSTEE			rusts, check applicable
X			Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)			ee pg 13 of the instr.):
-		r type trust	445 NORTH BOULEVARD, 8TH FLOOR EAST		- `	scribed in section 4947(a)(1)
-		ptcy estate-Ch. 7	City or town, state, and ZIP code		_	a private foundation
<u> </u>		ptcy estate-Ch. 11	BATON ROUGE , LA 70802		De:	scribed in section 4947(a)(2)
D. No.	, of Sch		F Check X Initial return Final return Amended return applicable	c	Change	in trust's name
	ached D	_	applicable boxes: Change in fiduciary Change in fiduciary's name	c	Change	in fiduciary's address
			pe page 14 of the instructions); Bought Sold Date:			
4,0			· · · · · · · · · · · · · · · · · · ·	. L	1	
- 1	2 a	Total ordinary divid	lends		2a	
	b t	Qualified dividends	allocable to: (1) Beneficiaries (2) Estate or trust	-		
- 1	3	Business income o	or (loss). Attach Schedule C or C-EZ (Form 1040)	.	3	
e l			s), Attach Schedule D (Form 1041)	· -	4	
псоте			artnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)		5	
트	6	Farm income or (k	oss). Attach Schedule F (Form 1040)		6	
1	7	Ordinary gain or (I	oss). Attach Form 4797	. }	7	
i	8	Other income. List	type and amount		8	
			nbine lines 1, 2a, and 3 through 8		9	
	10	Interest. Check if F	orm 4952 is attached 🕨 🗌		10	
1	-		·····		11	
		•			12	
			on (from Schedule A, line 7)		13	
			ant, and return preparer fees	· _	14	
Deductions			not subject to the 2% floor (attach schedule)		15a 5b	· · · · · · · · · · · · · · · · · · ·
ğ			neous itemized deductions subject to the 2% floor	- 1	16	
ed.	16	Add lines 10 throu	igh 15b orne ar (loss). Subtract line 16 from line 9	_	10	
Q.	17 18	Income distribution	n deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	ᅦ.	18	
			on including certain generation-skipping taxes (attach computation)		19	
	, , ,		on more and a second of the se	"	20	100.
		Add lines 18 throu			21	100.
			subtract line 21 from line 17. If a loss, see page 20 of the instructions	1	22	<100.>
	1	Total tax (from So			23	6,244.
		•	s estimated tax payments and amount applied from 2005 return	2	4a	
ß			ments allocated to beneficiaries (from Form 1041-T)		24b	
ent	c	Subtract line 24b	from line 24a	_ 2	24c	
Tax and Payments	d	Tax paid with Forr	n 7004 (see page 20 of the instructions)	. 2	24d	
Pa			x withheld. If any is from Form(s) 1099, check		4e	
E S	f	Credit for federal t	elephone excise tax paid. Attach Form 8913		24f	
aX.			Form 2439 ; h Form 4136 ; Total	▶ <u>2</u>	24i	
,_	25	Total payments.	Add lines 24c through 24f, and 24i	▶ _:	25	
			alty (see page 20 of the instructions)	[_3	26	
	27	Tax due. If line 25	is smaller than the total of lines 23 and 26, enter amount owed	* -	27	6,244.
	28		ne 25 is larger than the total of lines 23 and 26, enter amount overpaid	~ -	28	
	29	Amount of line 28	to be; a Credited to 2007 estimated tax ; b Refunded ; b Refunded to the best of my delayer that I have examined this return including accompanying schedules and statements and to the best of my	Know!	29	
Sig	1.	d belief, it is true, con	ry, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my ect, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any ki	nowled	ige.	May the IRS discuss this
Her	e	Signature of fickering	ary or officer representing fiduciary Date Ein of fiduciary if a financial institution			return with the preparer shown below (see instr.)?
		Preparer's				X Yes No
Đ-:		signature	24 1 - Check if self- employed			of 6 SSN of PTIN 0127193
Pai Pro	o parer's	Firm's name (or	GOLDSTEIN LEWIN & CO.	EIN		59 2147155
	parers Only	yours if self-employ				JJ: ETAITIJ
USE	JWA	address, and ZIP co	BOCA RATON, FL 33431-8502	Phone	e no. (561)994-5050
6108	77 FO	Driveny Act and I	Panerwork Reduction Act Notice see the senerate instructions * STMT 1 STMT			Form 1041 (2006)

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025 ---

Form 7004 (Rev. December 200				Month Extension of Time To File , information, and Other Returns		DMB No. 1545-0233
Department of the Trees	tury			•		
Type or) Prik	e s separate ap	plication for each return.	Identii	ying number
Print		lolly Simon Irrevocable	Trust			294203
File by the due	<u> </u>	mber, street, and room or suite no. (If	~~~~	ructions.)	20-1	237200
date for the return for which an extension is	α/	o Goldstein Lewin & C	Co. 1900 N	W Corp. Blvd. Suite 300E	_	
requested. See		y, town, state, and ZIP code (If a foreight code)).	gn address, enter	city, province or state, and country (follow the country's pro-	actice for	entering
instructions.		oca Raton, FL 33431				
Note. See inst	ruc	tions before completing	this form.			
1 Enter the fo	mn c	ode for the return that this ap	plication is for	(see below)	••••	05
2 If the foreign	COL	poration does not have an off	ice or place of	business in the United States, check here		
3 if the organi	zatic	on is a corporation or partners	hip that qualifie	es under Regulations section 1.6081-5, check	here.	
4a The applicat	lion	is for calendar year 20 <u>06,</u> or t	lax year begin	ning, 20, and ending, 20		
		If this tax year is less than 12				
☐ Initial re			•	n accounting period		-
check here.	attac	> th a schedule, listing the name	·	nt of a group that intends to file a consolidate d Employer Identification Number (EIN) for ea		
6 Tentative to	tal ta	эх			6	0.00
7 Total payme	ents	and credits (see instructions).	. • • • • • • • • • • • • • • • • • • •		7	0.00
Electronic I	Fode	eral Tax Payment System (E	FTPS), a Fed	nust deposit this amount using the leral Tax Deposit (FTD) Coupon, or exceptions)	8	0.00
Application			Form Code	Application Is For:		Form Code
Friedrich Marie				Form 1120-H	·	17
Form 706-GS(T)			02	5 m - 15 m		
	1	See Alle dga (1)		Form 1120-ND		19
Form 1041 (esta			04	and the state of t		: :
in the face to a step	<u>,</u>			Form 1120-PC		21
Form 1041-N			06	signification of		
Form 1042				Form 1120-REIT		23
1 Griff 1042			08	Form 1120-S		25
Form 1065-B		20.00.000	10	Fee Charles	-	25
# 1166 (21 ms		ngarana sa kalingi kalingi kalingi kalingi kalingi kalingi kalingi kalingi kalingi kalingi kalingi kalingi kal Kalingi kalingi	Form 3520-A		27	
Form 1120			12	g Region With the Committee of the Commi		11
Flow of these will	. 1.	De finingi generalijen i obje		Form 8613		29
Form 1120-A			14	Programme Commencer		Art De All
Sout Single			(p)	Form 8804		31
Form 1120-F			15			
		استنسس سارات ساديسا المسادر		Form 8876		33

For Paperwork Reduction Act Notice, see Instructions.

Form **7004** (Rev. 12-2006)

ISA STF XXXP1000 -Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 880 of 1000 PageID #:5320

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

TOTAL CINON TRREUCCARLE TRUCK			20	<u>-729420</u>	3 Pa	ge 2
Schedule A Charitable Deduction. Do not complete for a simple trust or a	nooled income fund.					
Schedule A Charitable Deduction. Do not complete for a simple trust of a	nge 21 of the instructions)		1			
Amounts paid or permanently set aside for charitable purposes from gross income (see pa Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)			2			
			3			
3 Subtract line 2 from line 1			4			
4 Capital gains for the tax year allocated to corpus and paid or permanently set aside for cha			-			
5 Add lines 3 and 4			5			
6 Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitat	ble purposes (see instruction	ns)	8			
7 Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13			7	<u> </u>		
Schedule B Income Distribution Deduction						
1 Adjusted total income (see page 22 of the instructions)			1			
2 Adjusted tax-exempt interest			2			
3 Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instru	uctions)		3			
4 Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)			4			
5 Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instruction	ns)		5			
6 Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter t	the			İ		
loss as a positive number			6			
7 Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-			7			
8 If a complex trust, enter accounting income for the tax year as						
determined under the governing instrument and applicable local law	8	0.				
			9			
and the state of t			10			
			11			
and the second s			12			
man and a second			13			
			14		-	
14 Tentative Income distribution deduction. Subtract line 2 from line 7. If zero or less, enter-			15			
15 Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1	, mrc 10		1 10	<u> </u>		
Schedule G Tax Computation (see page 23 of the instructions)			r	T		
t Tax: a Tax on taxable income (see page 23 of the instructions)		0.	ł			
b Tax on lump-sum distributions. Attach Form 4972			Į.			
c Alternative minimum tax (from Schedule I, line 56)						_
d Total. Add lines 1a through 1c			10	_		0
2a Foreign tax credit. Attach Form 1116	2a					
b Other nonbusiness credits (attach schedule)	2b					
c General business credit. Enter here and check which forms are attached:						
Form 3800 Forms (specify)	2c		Į			
d Credit for prior year minimum tax. Attach Form 8801						
3 Total credits. Add lines 2a through 2d			3			
4 Subtract line 3 from line 1d. If zero or less, enter -0-			4			0
5 Recapture taxes. Check if from: Form 4255 Form 8611			5			
6 Household employment taxes. Attach Schedule H (Form 1040)			6	† · · · · ·		
7 Total tax. Add lines 4 through 6. Enter here and on page 1, line 23			7	 	6,2	244
Other Information SEC. 641(C):		6,244		1	Yes	No
1 Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the al	location of expanses				105	X
	юваноп от вхрепѕеѕ.		• • • • • • • • • • • • • • • • • • • •		-	┼ ^
Enter the amount of tax-exempt interest income and exempt-interest dividends \$\Begin{array}{c} \\$ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\					Ì	
2 Did the estate or trust receive all or any part of the earnings (salary, wages, and other con						
individual by reason of a contract assignment or similar arrangement?						X
3 At any time during calendar year 2006, did the estate or trust have an interest in or a sign	ature or other authority					
					<u> </u>	X
See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-2	22.1. If "Yes," enter					1
the name of the foreign country						
4 During the tax year, did the estate or trust receive a distribution from, or was it the granto	r of, or transferor to,					
a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the		*****				X
5 Did the estate or trust receive, or pay, any qualified residence interest on seller-provided f						Т
see page 25 for required attachment						Х
6 If this is an estate or a complex trust making the section 663(b) election, check here (see						T-
7 To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (s					il	
8 If the decedent's estate has been open for more than 2 years, attach an explanation for th					il	
9 Are any present or future trust beneficiaries skip persons? See page 25 of the instruction					x	
810802 NAVA	o,				1041	(000)

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

1041	Electing Small Busines	s Trust Tax Calculation	2006
Name of Trust		Employer ID I	lumber
MOLLY SIMON	IRREVOCABLE TRUST	20-729	94203
Income			
Interest Total Ordinary Dividends			
Net Dividends			
let Short-Term Capital Gain			
man i	•••••••••••••••••••••••••••••••••••••••		
			4 = 040
Deductions			
nterest			
axes			
iduciary Fees	***************************************		
Charitable Deduction	·		
Attorney, Accountant, Return	Preparation Fees	(4.1.1.1.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4	
Other Deductions - Not Subje	ct to 2% Limit		
Other Deductions - Subject to	2% Limit	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Fotal Deductions			
Tax and Credits			
			17 9/0
Гах - 35%			17,840
***************************************			0,244
Net Long-Term Capital Gain a	nd Qualified Dividends		
Гах			
Alternative Minimum Tax			· -
otal Tax			6,244
A TAN TAL ALIE TO AL! DOUG	dule G, line 7	·	6,244

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Case: 17-3595 Document: 12-0 Pages: 1025

Form 1041 (2006) MOLLY SIMON IRREVOCABLE TRUST

20-7294203 Page 3

Schedule I	Alternative Minimum Tax (see pages 26 through 32 of the instructions)
officuale i	WITE HIGH A LANGUAGE LANGUAGE LA MILANDE LA MILANDE MANAGEMENT

	t I - Estate's or Trust's Share of Alternative Minimum Taxable Income	1	17,840.
	Adjusted total income or (loss) (from page 1, line 17)		71,040.
	Interest		
3	Taxes		· · · · · · · · · · · · · · · · · · ·
4	Miscellaneous itemized deductions (from page 1, line 15b)		
5	Refund of taxes	,	
6	Depletion (difference between regular tax and AMT)		
7	Net operating loss deduction. Enter as a positive amount		
8	Interest from specified private activity bonds exempt from the regular tax		
9	Qualified small business stock (see page 27 of the instructions)		
	Exercise of incentive stock options (excess of AMT income over regular tax income)		······································
	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)		
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)		
13	Disposition of property (difference between AMT and regular tax gain or loss)		
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)		-13
15			<13.
16	Loss limitations (difference between AMT and regular tax income or loss)		
17			
18	Long-term contracts (difference between AMT and regular tax income)		
19	Mining costs (difference between regular tax and AMT)		
20	·		
21	Income from certain installment sales before January 1, 1987		
22	Intangible drilling costs preference		
23			
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies))
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24	25	17,827.
	Note: Complete Part II below before going to line 26.		
26	Income distribution deduction from Part II, line 44	0.	
27	Estate tax deduction (from page 1, line 19)		
28	Add lines 26 and 27		
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.	29	17,827.
	11 line 29 is:		
	• \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax	c.	
	● Over \$22,500, but less than \$165,000, go to line 45.		
	• \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.		
Pa	rt II - Income Distribution on a Minimum Tax Basis		
30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
	Adjusted tax-exempt interest (other than amounts included on line 8)		
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for		
	charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25)
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-		
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39		
41		41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-		
44	Income distribution deduction on a minimum tax basis. Enter the smaller of line 42 or	····· '`` 	
	line 43. Enter here and on line 26	44	

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	1041 (2006 MOLLY SIMON IRREVOCABLE TRUST		, <u>.</u> ,	20-7	294203 Page 4
Pa	rt III - Alternative Minimum Tax				
45	Exemption amount			45	\$22,500
46	Enter the amount from line 29	46			
47	Phase-out of exemption amount		\$75,000		
48	Subtract line 47 from line 46. If zero or less, enter -0-	48			
49	Multiply line 48 by 25% (.25)			49	
50	Subtract line 49 from line 45. If zero or less, enter -0-			50	
51	Subtract line 50 from line 46			1 1	17,827.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends			"	
	of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Other	nerwise, if line 5	1 is -	1	
	• \$175,000 or less, multiply line 51 by 26% (.26).	,			
	• Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result			52	4,635.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)			53	
	Tentative minimum tax. Subtract line 53 from line 52				4,635.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, l	line 2a)		55	6,244.
	Alternative minimum tex. Subtract line 55 from line 54. If zero or less, enter -0 Enter			56	0.
	rt IV - Line 52 Computation Using Maximum Capital Gains				
	Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Ta	x Worksheet,			
	or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before comp	eleting this part.		}	
57	Enter the amount from line 51			57	
5B	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the	1 1			
	Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax	1 1			
	Worksheet, whichever applies (as refigured for the AMT, if necessary)	58			
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2)				
	(as refigured for the AMT, if necessary). If you did not complete				
	Schedule D for the regular tax or the AMT, enter -0-	59			
60	If you did not complete a Schedule D Tax Worksheet for the regular				
	tax or the AMT, enter the amount from line 58. Otherwise, add lines				
	58 and 59 and enter the smaller of that result or the amount from				
	line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if				
	necessary)				
61	Enter the smaller of line 57 or line 60				
62	Subtract line 61 from line 57			62	
83	If line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62	2 by			
64	28% (.28) and subtract \$3,500 from the result			63	
65	Maximum amount subject to the 5% rate Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the	64	\$2,050		
•	Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet,				
	whichever applies (as figured for the regular tax). If you did not complete				
	Schedule D or either worksheet for the regular tax, enter -0-	65			
66	Subtract line 65 from line 64. If zero or less, enter -0-	66			
67	Enter the smaller of line 57 or line 58				
68	Enter the smaller of line 66 or line 67			\dashv \parallel	
69	Multiply line 68 by 5% (.05)	[00]			
70	Subtract line 68 from line 67	70		► <u>69</u>	
71	Multiply line 70 by 15% (.15)			7,	
	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to lin	ne 72		► 71	
72	Subtract line 67 from line 61	1 1			
73	Multiply line 72 by 25% (.25)			73	
	Add lines 63, 69, 71, and 73			74	
	If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57	thν			
	28% (.28%) and subtract \$3,500 from the result			. 75	
76	Enter the smaller of line 74 or line 75 here and on line 52			76	
JWA		···-		- • • - • - • - • - • - • • • • • • • •	Form 1041 (2006)

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 01/254203

TOTAL LATE PAYMENT PENALTY

FORM 1041	LAT	E PAYMENT II	NTEREST		STAT	EMENT 1
DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,244.	6,244.	.0700	76	92.
INTEREST RATE CHANGE DATE FILED	06/30/07 10/15/07	0.	6,336. 6,486.	.0800	107	150.
TOTAL LATE PAYMENT IN	TEREST		.,.,			242.
		E PAYMENT PI			STAT	
TOTAL LATE PAYMENT IN FORM 1041 DESCRIPTION			ENALTY	E M	STAT ONTHS	242. PEMENT 2 PENALTY

187.

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MOLLY SIMON IRREVOCABLE TRUSTMENT: 12-9 Filed: 03/12/2018 Page 20 1 9 2 5 4 2 0 3 3 STATEMENT INTEREST ESBT OTHER TAXABLE U.S. INTEREST INTEREST DESCRIPTION 0. 83. LIC HOLDINGS, INC. - REGULAR INTEREST 83. SUBTOTALS 0. TOTAL INTEREST 83. ESBT OTHER ORDINARY INCOME STATEMENT 4 TRUOMA DESCRIPTION FROM - LIC HOLDINGS, INC. 17,757. TOTAL TO ESBT WORKSHEET 17,757. ESBT SCHEDULE I PASSIVE ACTIVITY LOSS STATEMENT NET INCOME (LOSS) NAME OF ACTIVITY FORM REGULAR AMT ADJUSTMENT LIC HOLDINGS, INC. SCH E 17,744. 17,757. <13.> TOTAL TO SCHEDULE I, LINE 15 <13.> ESBT FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT CURRENT YEAR PRIOR YEAR OVERALL GAIN OR LOSS

NET INCOME NET LOSS

17,757.

17,757.

NAME OF ACTIVITY

LIC HOLDINGS, INC.

TOTALS

GAIN

17,757.

17,757.

LOSS

0.

0.

UNALLOWED

LOSS

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			FVOCABL		
MOT.T.V	SIMON	IKK	KVUK ABI.	R TRUST	

ESBT FORM 8582	st	JMMARY OF	PASSIVE AC	TIVITIES	STAT	EMENT 7
R R E A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS,	SCH E	17,757.	0.	17,757.	0.	0.
TOTALS		17,757.	0.	17,757.	0.	0.
PRIOR YEAR CARRYOV	ERS ALLOW	ED DUE TO	CURRENT YE	AR NET ACTI	VITY INCOME	2
		ED DUE TO	CURRENT YE	AR NET ACTI	VITY INCOME	
TOTAL TO FORM 8582	, LINE 11	ALTERNATI	VE MINIMUM		STAT	O.
TOTAL TO FORM 8582	, LINE 11	ALTERNATI	VE MINIMUM TIVITIES -	TAX WORKSHEET	STAT	O. PEMENT 8
TOTAL TO FORM 8582	, LINE 11	ALTERNATI PASSIVE AC CURRENT YE	VE MINIMUM TIVITIES -	TAX WORKSHEET	STAT	O.
PRIOR YEAR CARRYOV TOTAL TO FORM 8582 ESBT FORM 8582 NAME OF ACTIVITY LIC HOLDINGS, INC.	OTHER	ALTERNATI PASSIVE AC CURRENT YE	VE MINIMUM TIVITIES - AR PR	TAX WORKSHEET LIOR YEAR NALLOWED	STAT 3 OVERALL GAI	O. PEMENT 8

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

ARBITRAGE INTERNATIONAL MANAGEMENT LLC 950 PENINSULA CORPORATE CIRCLE SUITE 3010 BOCA RATON, FL 33487	WACHOVIA BANK, N.A. 63-643/870	10/3/07	2787
PAY TO THE MOLLY SIMEN TRUST		.17.0	73.86 dollars
SOVENTEEN THOUSAND, SOLDTY THE MEMO: OVERTIMENTON LIC COLDINGS	MUS	eins len	

#002787# #067006432#2000034069950#

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 888 of 1000 PageID #:5328 Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Lauren Galvani

From:

Diana Banks [diana@lifeinsuranceconcepts.com]

Sent:

Tuesday, March 16, 2010 3:44 PM

To: Subject: Lauren Galvani Grandchildren Trusts

Parent: Ted Bernstein

Alexandra Bernstein 7/12/88
Eric Bernstein 7/6/89
Michael Bernstein 3/12/92

Parents: Eliot and Candice Bernstein

Daniel Bernstein 11/26/02 Jake Bernstein 1/1/99 Joshua Bernstein 8/27/97

Parents: Jill and Guy Iantoni
Julia Iantoni 1/7/0

Parents: Pam and Adam Simon
Molly Simon 12/3/90

Parents: Lisa and Jeff FriedsteinMax Friedstein1/30/96Carly Friedstein2/17/98

Díana Banks - Vice President of Administration



Life Insurance Concepts

950 Península Corporate Circle, Suite 3010

Boca Raton, FL 33487 Tel: 561.988.8984 Toll Free: 866.395.8984 Fax: 561.988.0833

Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 889 of 1000 PageID #:5329

Case: 17-3595

Document: 12-9

Filed: 03/12/2018 Pages: 1025

Lauren Galvani

From:

Lauren Galvani

Sent:

Tuesday, March 16, 2010 3:47 PM

To:

'Diana Banks'

Subject:

RE: Grandchildren Trusts

Diana,

Thank you very much for your quick response. It is greatly appreciated.

Sincerely,

Lauren

Lauren A. Galvani, Esq. TESCHER & SPALLINA, P.A. 4855 Technology Way, Suite 720 Boca Raton, Florida 33431 Telephone: 561-997-7008 Facsimile: 561-997-7308 E-mail: <u>lgalvani@tescherspallina.com</u>

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]

Sent: Tuesday, March 16, 2010 3:44 PM

To: Lauren Galvani

Subject: Grandchildren Trusts

Parent: Ted Bernstein

Alexandra Bernstein 7/12/88 Eric Bernstein 7/6/89 Michael Bernstein 3/12/92

Parents: Eliot and Candice Bernstein Daniel Bernstein 11/26/02 Jake Bernstein 1/1/99

8/27/97 Joshua Bernstein

Parents: Jill and Guy Iantoni

Julia lantoni 1/7/01

Parents: Pam and Adam Simon **Molly Simon** 12/3/90

Parents: Lisa and Jeff Friedstein

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 890 of 1000 PageID #:5330

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Max Friedstein 1/30/96 Carly Friedstein 2/17/98

Diana Banks - Vice President of Administration



Life Insurance Concepts

950 Peninsula Corporate Circle, Suite 3010

Boca Raton, FL 33487 Tel: 561.988.8984 Toll Free: 866.395.8984 Fax: 561.988.0833

Email: Diana@LifeInsuranceConcepts.com

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Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 891 of 1000 PageID #:5331

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Lauren Galvani

From:

Diana Banks [diana@lifeinsuranceconcepts.com]

Sent:

Tuesday, March 16, 2010 3:48 PM

To:

Lauren Galvani

Subject:

RE: Grandchildren Trusts

You are very welcome. Have a good night.

Díana Banks - Vice President of Administration



Life Insurance Concepts

950 Peninsula Corporate Circle, Suite 3010 Boca Raton, FL 33487 Tel: 561.988.8984 Toll Free: 866.395.8984

Fax: 561.988.0833

Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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From: Lauren Galvani [mailto:lgalvani@tescherspallina.com]

Sent: Tuesday, March 16, 2010 3:47 PM

To: Diana Banks

Subject: RE: Grandchildren Trusts

Diana,

Thank you very much for your quick response. It is greatly appreciated.

Sincerely,

Lauren

Lauren A. Galvani, Esq. TESCHER & SPALLINA, P.A. 4855 Technology Way, Suite 720 Boca Raton, Florida 33431 Telephone: 561-997-7008 Facsimile: 561-997-7308

E-mail: lgalvani@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 892 of 1000 PageID #:5332

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

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From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]

Sent: Tuesday, March 16, 2010 3:44 PM

To: Lauren Galvani

Subject: Grandchildren Trusts

Parent: Ted Bernstein

Alexandra Bernstein 7/12/88 Eric Bernstein 7/6/89 Michael Bernstein 3/12/92

Parents: Eliot and Candice Bernstein

Daniel Bernstein 11/26/02 Jake Bernstein 1/1/99 Joshua Bernstein 8/27/97

Parents: Jill and Guy lantoni
Julia lantoni 1/7/01

Parents: Pam and Adam Simon
Molly Simon 12/3/90

Parents: Lisa and Jeff FriedsteinMax Friedstein 1/30/96
Carly Friedstein 2/17/98

Diana Banks - Vice President of Administration



Life Insurance Concepts 950 Peninsula Corporate Circle, Suite 3010 Boca Raton, FL 33487 Tel: 561.988.8984

Toll Free: 866.395.8984 Fax: 561.988.0833

Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 893 of 1000 PageID #:5333

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

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Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 894 of 1000 PageID #:5334

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

Inflational all additional delications of the last of

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 895 of 1000 PageID #:5335

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Caution: Forms printed from within Adobe Acrobat products may not meet IRS or state taxing agency specifications. When using Acrobat 5.x products, uncheck the "Shrink oversized pages to paper size" and uncheck the "Expand small pages to paper size" options, in the Adobe "Print" dialog. When using Acrobat 6.x and later products versions, select "None" in the "Page Scaling" selection box in the Adobe "Print" dialog.

CLIENT'S COPY

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 896 of 1000 PageID #:5336

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025



CLIENT: 4002148 SEPTEMBER 14, 2007

LIC HOLDINGS INC 950 PENINSULA CORP. CIRCLE, SUITE 3010 BOCA RATON, FL 33487

PROFESSIONAL SERVICES RENDERED IN THE PREPARATION OF YOUR 2006 S CORPORATION RETURNS, INCLUDING:

FORM 1120S, U.S. INCOME TAX RETURN FOR AN S CORPORATION \$;	42.25
SCHEDULE K-1, SHAREHOLDER'S SHARE OF INCOME, ETC		24.05
FORM 4562, DEPRECIATION AND AMORTIZATION		1.85
CURRENT YEAR DEPRECIATION REPORT		1.35
NEXT YEAR DEPRECIATION REPORT		1.35
-		
TOTAL FEE S	3	70.85

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 897 of 1000 PageID #:5337

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025



SEPTEMBER 17, 2007

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

LIC HOLDINGS INC :

ENCLOSED ARE THE ORIGINAL AND ONE COPY OF YOUR 2006 S CORPORATION TAX RETURN, AS FOLLOWS...

2006 U.S. S CORPORATION INCOME TAX RETURN

WE PREPARED THE RETURN FROM INFORMATION YOU FURNISHED US WITHOUT VERIFICATION. UPON EXAMINATION OF THE RETURN BY TAXING AUTHORITIES, REQUESTS MAY BE MADE FOR UNDERLYING DATA. WE THEREFORE RECOMMEND THAT YOU PRESERVE ALL RECORDS WHICH YOU MAY BE CALLED UPON TO PRODUCE IN CONNECTION WITH SUCH AN EXAMINATION.

WE HAVE ENCLOSED MAILING ENVELOPES FOR YOUR CONVENIENCE IN FILING THE RETURN.

WE RECOMMEND THAT YOU SEND THE RETURN TO THE TAXING AUTHORITIES BY CERTIFIED MAIL WITH A REQUEST FOR A RETURN RECEIPT. PLEASE RETAIN THE RECEIPT AS A PROOF OF TIMELY FILING.

WE SINCERELY APPRECIATE THIS OPPORTUNITY TO SERVE YOU. IF YOU HAVE ANY QUESTIONS REGARDING THE RETURN, PLEASE DO NOT HESITATE TO CALL.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 898 of 1000 PageID #:5338

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

THE ORIGINAL SHOULD BE DATED, SIGNED AND FILED IN ACCORDANCE WITH THE FILING INSTRUCTIONS. THE COPY SHOULD BE RETAINED FOR YOUR FILES.

SINCERELY,

GOLDSTEIN LEWIN & CO.

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 899 of 1000 PageID #:5339

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

2006 TAX RETURN FILING INSTRUCTIONS

U.S. S CORPORATION INCOME TAX RETURN

FOR THE YEAR ENDING

DECEMBER 31, 2006

Prepared for	LIC HOLDINGS INC 950 PENINSULA CORP. CIRCLE, SUITE 3010 BOCA RATON, FL 33487
Prepared by	GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502
To be signed and dated by	THE APPROPRIATE CORPORATE OFFICER(S).
Amount of tax	Total tax \$ 0 Less: payments and credits \$ 0 Plus: interest and penalties \$ 0 NO PMT REQUIRED \$
Overpayment	Credited to your estimated tax \$ 0 Refunded to you \$ 0
Make check payable to	NOT APPLICABLE
Mail tax return and check (if applicable) to	INTERNAL REVENUE SERVICE CENTER OGDEN, UT 84201-0013
Return must be mailed on or before	PLEASE SIGN AND MAIL AS SOON AS POSSIBLE.
Special Instructions	ENCLOSED ARE COPIES OF SCHEDULE K-1 TO BE DISTRIBUTED TO THE SHAREHOLDERS.

600084/05-01-06

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 U.S. Income Tax Return for an S Corporation Do not file this form unless the corporation has filed

		of the Treasury enue Service (77)				form 2553 to SION G					15/0	7			21	JUb	l
		lar year 2006, or	tax vear b	eainnina		EMBER						DECEME	BER	31.	2006		
		e date of S	lax your s	Name					<u> </u>	,	onung				over identifi		mber
е	lection		Use the IRS												.,		
0	9/0	1/2006	label.	LIC	HOLDI	NGS IN	C							2	0-529	0314	
_		s activity	Other-		r, street, and i										ncorporate		
	ode nu ostruct	imber (see	wise, print	950	PENIN	SULA C	ORP.	. C	IRCLE	Ι,	SUIT	E 3010		0	9/01/	<u> 2006</u>	
"		•	or type.		town, state, a										assets (see		
		4290			A RATO							·		<u> </u>		383,	
	Check] Initial re		(2) Fin				Name chai	-		Addre			(5)		
		the number of sha															
<u>H</u>		if Schedule M-3 i								_						<u></u>	<u> </u>
_	,	ion: <i>Includ</i> e only												1		112	012
		a Gross receipts or	_		113,84									1c 2	0,	113,	043.
ō	3	Cost of goods												3		113,	013
Income	4	Gross profit. S				lattach Fam								4	0,	113,	042.
Ĕ	5	Net gain (loss)												5			
	6	Other income (\vdash	6	113,	843.
_	7	Compensation												7		200,	
SILC	8	Salaries and w			ent credits)									8		007,	
aţic	9	Repairs and m	aintenance	ompioyiii s	ont oround)				*************				••••••	9			139.
Ë	10	Bad debts												10			
ĕ	11	Rents												11		1,	688.
ıs f	12	Taxes and lice	nses							ST	ATEM	ENT 1		12			280.
ţi	13	Interest												13			476.
ī	14	Depreciation n												14			127.
nst	15	Depletion (Do												15			
Deductions (See instructions for limitations)	16													16		18,	795.
<u> </u>	17	Pension, profit												17			
ous	18	Employee bene												18			,
퍐	19	Other deductio	ns (attach	stateme	ent)					ST	ATEM	ENT 2		19	2,	302,	973.
edu	20	Total deduction												20	4,	634,	045.
Δ_	21	Ordinary busin	ness incon	ne (loss).	Subtract line	20 from line 6	3							21	1,	479,	798.
	22 a		sive incom	ne or LIFO	recapture tax	(see instruc	ctions)			22a				2 3 3 3 Million			
	ь	Tax from Sche	dule D (Fo	orm 11209	S)					22b				Tag La			
	c	Add lines 22a	and 22b											22c			
ţ	23 a	2006 estimater			, ,					23a							
yments	b									23b				X. 18.25			
ay.		Credit for feder							····	23c							
Ĕ	ا ا		•		tax paid <i>(attac</i>	ch Form 891	13)		L	23d							
Tax and Pa	e		•		4'\ OL- !	:							····i	23e			
Ä	24	Estimated tax p												24			
	25	Amount owed.												25 26			
	26 27	Overpayment. Enter amount f		•			110 24, 6	enter ar	mount ove	erpaid		Refunde		27			
_		nder penalties of perj					accompa	nvina sa	chedules ar	d state	ements, ar				nd		
Sig	be	lief, it is true, correct	, and compl	ete. Declara	tion of preparer	(other than taxp	ayer) is ba	ased on	all informat	ion of v	which prep	oarer has any kr	owledge).	Г	May the IRS	S discuss
He						1										this return v preparer sh below (see	nown
		Signature of of	ficer			Date	e.		— ▶ Ţ	tle						X Yes	
							-		<u>'</u>			1			L		
ь.		Preparer's							Date			Check if self-			SS	Preparer's SN or PTIN	, V
Pai		signature										employed	[1271	
	pare		e (or G	OLDS'	TEIN L	EWIN &	co.		•				EIN				
US	e On	employed), address, ar	, P1	900 1		ORPORA				E :	E-30	0	LIN			2147	
		ZIP code		OCA I	RATON,	\mathtt{FL}	3343	<u> 31–</u> 8	3502				Phone	na. (561)9	94-50	050
JWA	Fo	or Privacy Act and	d Paperwo	rk Reduct	ion Act Notic	e, see the se	parate i	nstruct	tions.						Forr	n 11205	3 (2006)

For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions.

Form	m 1120S (2006) LIC HOLDINGS INC		20	-52903	14	Page 2
Sc	Schedule A Cost of Goods Sold (see instructions)					
	Inventory at beginning of year		1			
	Purchases					
3 C	Cost of labor		3			
4 A	Additional section 263A costs (attach statement)		4			
	Other costs (attach statement)					
	Total. Add lines 1 through 5					
7 In	Inventory at end of year					
8 C	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2		. 8			
	Check all methods used for valuing closing inventory: (i) Cost as described in Regulations section					
(i	(ii) Lower of cost or market as described in Regulations section 1.471-4					
(i	(iii)					
bС	Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c)				🖊	
c C	: Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970)				▶ [
	I If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory					
C	computed under LIFO		9d			
e If	e If property is produced or acquired for resale, do the rules of Section 263A apply to the corporation?			L	Yes	No
f W	Was there any change in determining quantities, cost, or valuations between opening and closing inventory?] Yes [☐ No
If	If "Yes," attach explanation.					
Sc	Schedule B Other Information (see instructions)				Yes	No
1 C	Check method of accounting: (a) X Cash (b) Accrual (c) Other (specify)					
2 S	See the instructions and enter the:				7	1
(a	(a) Business activity ► HOLDING COMPANY (b) Product or service ► INSUR	RANCE	MANAG	EMENT		
3 A	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a don	nestic				1
CC	corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: (a) name and employed	ployer				
id	identification number (EIN), (b) percentage owned, and (c) if 100% owned, was a QSub election made?					Х
	Was the corporation a member of a controlled group subject to the provisions of section 1561?					X
	Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any report					X
6 CI	Check this box if the corporation issued publicly offered debt instruments with original issue discount			▶□][-
	If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Dis					
In	Instruments.					
7 If	If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an					
as	asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a					
bı	C corporation and (b) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognize built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years.	eu ior				- :
	years				_	
8 Er	Enter the accumulated earnings and profits of the corporation at the end of the tax year	▶ \$			<u> </u>	
9 Ai	Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year					
le	less than \$250,000? If "Yes," the corporation is not required to complete Schedules L and M-1				. L	X
Note: I	e: If the corporation, at any time during the tax year, had assets or operated a business in a foreign country or U.S.	possession,	it			
may b	be required to attach Schedule N (Form 1120), Foreign Operations of U.S. Corporations, to this return. See Sche	dule N for de	tails.			
	Schedule K Shareholders' Pro Rata Share Items			Total ai	nount	
	1 Ordinary business income (loss) (page 1, line 21)		1	1,4	79,7	<u> 198.</u>
	2 Net rental real estate income (loss) (attach Form 8825)		2			
	3a Other gross rental income (loss)					
	b Expenses from other rental activities (attach statement) 3b					
ŝ	c Other net rental income (loss). Subtract line 3b from line 3a		3c			
SO	4 Interest income STATEMEN	T 3	4		6,9	966.
Income (Loss)	5 Dividends: a Ordinary dividends		5a			
Ē	b Qualified dividends 5b					
<u>2</u>	6 Royalties		6			
	7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S))					
	8a Net long-term capital gain (loss) (attach Schedule D (Form 1120S))					
	b Collectibles (28%) gain (loss)					
	c Unrecaptured section 1250 gain (attach statement) 8c		7			
	9 Net section 1231 gain (loss) (attach Form 4797)		9			
	10 Other income (loss) (see instructions) Type ▶		10			
JWA			_	Form *	1205	(2006)

611711 12-28-0 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 902 of 1000 PageID #:5342 Pages: 1025

Case: 17-3595 Document: 12-9 Filed: 03/12/2018

Form 1120S (2006) 20-5290314 Page 3 LIC HOLDINGS INC Total amount Shareholders' Pro Rata Share Items (continued) 11 Section 179 deduction (attach Form 4562) 63,942. 11 12a Contributions 12b b Investment interest expense c Section 59(e)(2) expenditures (1) Type ▶ 12c(2) (2) Amount d Other deductions (see instructions) Type 12d 13a Low-income housing credit (section 42(j)(5)) b Low-income housing credit (other) c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468) 13c d Other rental real estate credits (see instructions) Type 13d f Credit for alcohol used as fuel (attach Form 6478) g Other credits (see instructions) Type 14a Name of country or U.S. possession b Gross income from all sources c Gross income sourced at shareholder level 14c Foreign gross income sourced at corporate level Foreign Transactions e Listed categories (attach statement) 14f f General limitation Deductions allocated and apportioned at shareholder level g Interest expense 14g h Other Deductions allocated and apportioned at corporate level to foreign source income 14i i Passive j Listed categories (attach statement) k General limitation Other information I Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued 141 mReduction in taxes available for credit (attach statement) 14m n Other foreign tax information (attach statement) <1,062.> 15 a Post-1986 depreciation adjustment 15a b Adjusted gain or loss c Depletion (other than oil and gas) d Oil, gas, and geothermal properties - gross income 15d e Oil, gas, and geothermal properties - deductions 15f 16 a Tax-exempt interest income **b** Other tax-exempt income 16b c Nondeductible expenses STATEMENT 4 7,803. 16c d Property distributions 16d e Repayment of loans from shareholders 6,966. 17 a Investment income 17a b Investment expenses 17c c Dividend distributions paid from accumulated earnings and profits d Other items and amounts (attach statement) 18 Income/loss reconciliation. Combine the amounts on lines 1 through 10 in the far right column. 1,422,822. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l JWA Form 1120S (2006)

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_	II 11202 (2006) LIC HOLDIN	GS INC			-5290314	Page 4
S	chedule L Balance Sheets per Books	Beginning	of tax year	End of	tax year	
	Assets	(a)	(b)	(c)	(d)	
1	Cash				1,537,	690.
2 2	Trade notes and accounts receivable			· · · · · · · · · · · · · · · · · · ·		
	Less allowance for bad debts				A STATE OF THE STA	
			 			
3	Inventories					
4	U.S. Government obligations					
5	Tax-exempt securities					
6	Other current assets (att. stmt.)	STATEMENT 7			1,547,	185.
7	Loans to shareholders					
8	Mortgage and real estate loans					
9	Other investments (att. stmt.)					
-				200 676		
	Buildings and other depreciable assets			286,676.		40-
b	Less accumulated depreciation			156,241.	130,	<u>435.</u>
11 a	Depletable assets					
b	Less accumulated depletion			·		
12	Land (net of any amortization)	;				608.
	Intangible assets (amortizable only)	*** * ** **** * ***********************				
						;
	Less accumulated amortization	STATEMENT 8	<u> </u>		167	0.61
14		STATEMENT 8			167,	80T.
15	Total assets				3,383,	<u>779.</u>
	Liabilities and Shareholders' Equity					
16	Accounts payable		The state of the s	1		
17	Mortgages, notes, bonds payable in less than 1 year	· . :		,	1,279,	050.
18	Other current liabilities (att. stmt.)	STATEMENT 9				500.
		Dilli Dilli J		4	662,	1/0
19	Loans from shareholders				002,	140.
20	Mortgages, notes, bonds payable in 1 year or more	* •		,		
21	Other liabilities (att. stmt.)	40		,		
22	Capital stock					400.
23	Additional paid-in capital				245,	$\overline{116}$.
24	Retained earnings	STATEMENT 11			1,414,	643.
25	Adjustments to shareholders' equity (att. stmt.)				<223,	
		DIMILIMINI 12	, , , , , , , , , , , , , , , , , , , ,		, 223,	
26	Less cost of treasury stock		<u> </u>		2 202	770
	Total liabilities and shareholders' equity				3,383,	<u> //9.</u>
S	chedule M-1 Reconciliation of	Income (Loss) per	Books With Income if total assets are \$10 million ((Loss) per Return		
	Net income (loss) per books	1,414,043.	5 Income recorded on book			
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a,		included on Schedule K, I	lines 1 through		
	6, 7, 8a, 9, and 10, not recorded on books this year		10 (itemize):			
	(itemize):		a Tax-exempt interest \$			
			·			
3	Expenses recorded on books this year not		6 Deductions included on S	Schedule K lines 1	-	
	included on Schedule K, lines 1 through 12		through 12 and 14l, not o			
	·		1			
	and 141 (itemize):		book income this year (it	emize):		
	a Depreciation \$		a Depreciation \$			
	b Travel and entertainment \$ 7,803.					
	STMT 10 $\overline{}$ 376.	8,179.	7 Add lines 5 and 6			
4	Add lines 1 through 3	1,422,822.	8 Income (loss) (Schedule K, line	e 18). Line 4 less line 7	1,422,	822.
	Analysis of Accu		ts Account, Other A			
<u>_S</u>	chedule M-2 Shareholders' Ur	distributed Tavable	Income Previously	Taxed (cas instructions)	it, and	
	Charcholders of	IdiStributed Tuxubie				
			(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undis taxable income previou	
			aujustinonts autuunt	account	Transis moone breadon	
2	Ordinary income from page 1, line 21		1,479,798.			
3	Other additions STATEMENT 5		6,966.			
			(
5	Loss from page 1, line 21 Other reductions STATEMENT 6		(294,823)			1
	.		1,191,941.			
			1,131,341.			
	Distributions other than dividend distributions		1 104 044	<u> </u>		
	Balance at end of tax year. Subtract line 7 from I	ine 6	1,191,941.			
173	31 -06 JWA		4		Form 1120S	(2006)

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Depreciation and Amortization (Including Information on Listed Property)

OTHER

OMB No. 1545-0172

Inter	nal Revenue Service	► Se	e separate inst	ructions.	Attach	to yo	ur tax rei	urn.		Sequence No. 6	57
Nam	e(s) shown on return				Busine	ss or ac	tivity to which	h this form relate	es	Identifying number	
LI	C HOLDINGS	INC			отн	ER	DEPRE	CIATIO)N	20-52903	314
P	art Election To Ex	rpense Certain Proper	y Under Section 1	79 Note: If you	have any lis	ted pr	operty, co	mplete Part	V before y		
1	Maximum amount.	See the instructions	for a higher limit	for certain bus	sinesses				1	108,0	
2	Total cost of section	179 property place	d in service (see	instructions)					2	182,7	760.
3	Threshold cost of se	ection 179 property	before reduction	in limitation					3	430,0	<u> </u>
4	Reduction in limitati	on. Subtract line 3 fr	om line 2. If zero	or less, enter	-0		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		4		
5	Dollar limitation for tax yea	r. Subtract line 4 from line	1. If zero ar less, enter	-0 If married filing	separately, see	instruc	tions		5	108,0	00.
6		(a) Description of pro	perty		(b) Cost (busin	ess use	only)	(c) Elected	d cost		
											·
	SEE STA	TEMENT 13			6	3,9	42.	63	,942.	· ·	
7	Listed property. Ent	er the amount from	line 29				7			1	
8	Total elected cost o	f section 179 propei	ty. Add amounts	s in column (c),	lines 6 and	7			В	63,9	42.
	Tentative deduction									63,9	42.
	Carryover of disallor										
	Business income lin									108,0	00.
	Section 179 expens									63,9	42.
13	Carryover of disallor	wed deduction to 20	07. Add lines 9 a	and 10, less lin	e 12	▶	13				
	te: Do not use Part II						L				
Pá	art II Special De	epreciation Allowar	ce and Other D	epreciation (Do not includ	de list	ed proper	ty.)			
14	Special allowance for o	qualified New York Libe	rty or Gulf Opportu	nity Zone prope	rty (other than	listed	property)				
	placed in service durin	g the tax year							14		
	Property subject to								15		
	Other depreciation (.,						16		
_		epreciation (Do not								.d	
				Sec	tion A						
17	MACRS deductions	for assets placed in	service in tax ve	ears beginning	before 2006	3			17		
	If you are electing to group						heck here	▶ [ij. þ <u> </u>	<u> </u>	
		Section B - Assets I							ation Syst	tem	
	(a) Classification	of property	(b) Month and year placed in service	(c) Basis for d (business/inve only - see in:	estment use		Recovery period	(e) Convention	(f) Method	(g) Depreciation dedu	ction
19a	3-year property								<u> </u>	<u> </u>	
b		-			9,852.	5	YRS.	MQ	SL	5	45.
					5,230.		YRS.		200DE	J	82.
d		· · · · · · · · · · · · · · · · · · ·			- ,						
e	45	·	†								
			i								
g	05					2	5 yrs.	 	S/L		
	20 your property	<u>-</u>	,				.5 yrs.	ММ	S/L		
h	 Residential rental 	al property					.5 yrs.	MM	S/L	 	
			,				9 yrs.	MM	S/L	 	
i	Nonresidential r	eal property	 ',				3 yis.	MM	S/L	 	
	Se	ection C - Assets PI	aced in Service	During 2006	Tax Year Us	sing t	ne Altern:			stem	
20-		- Addets 1	T C C C C C C C C C C C C C C C C C C C	During 2000	Tax Tour O	,g		The Bepre	T	T	
20a			. 1				0.00	 	S/L S/L		
L:						-	2 yrs.	N484			
0		(ago inota :stiess)	/			4	0 yrs.	MM	S/L	<u> </u>	
~~~~		(see instructions)				-			1	1	
	Listed property. Ent			40 .00					21		
	<b>Total.</b> Add amounts Enter here and on the	•	•						22	5,1	27.
	For assets shown at	•	•	e current year,	enter the	!	23				
	LIGHT OF THE INDICATE	AUTHORISTING IN COMM	III ZDJA COCTO				731			•	

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20-5290314 Page 2 Form 4562 (2006) LIC HOLDINGS INC Listed Property (Include automobiles, certain other vehicles, cellular telephones, certain computers, and property used for entertainment, Part V recreation, or amusement.)

Note: Far any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable. Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.) 24a Do you have evidence to support the business/investment use claimed? Yes No 24b If "Yes," is the evidence written? Yes (b) (c) (e) (f) (g) (h) (i) (d) Date Business/ Basis for dep Elected Type of property Recovery Method/ Depreciation deduction Cost or section 179 placed in investment ness/inves (list vehicles first) other basis period Convention service use percentage use only) cost 25 Special allowance for qualified New York Liberty or Gulf Opportunity Zone property placed in service during the tax year and used more than 50% in a qualified business use 26 Property used more than 50% in a qualified business use: % % % 27 Property used 50% or less in a qualified business use: % S/L -% S/L· % S/L 28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1 28 29 Add amounts in column (i), line 26. Enter here and on line 7, page 1 29 Section B - Information on Use of Vehicles Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles. (a) (b) (c) (d) (e) **(f)** 30 Total business/investment miles driven during the Vehicle Vehicle Vehicle Vehicle Vehicle Vehicle year (do not include commuting miles) 31 Total commuting miles driven during the year ... 32 Total other personal (noncommuting) miles driven 33 Total miles driven during the year. Add lines 30 through 32 Yes Yes No Yes Yes Yes No Yes No 34 Was the vehicle available for personal use Nο No Nο during off-duty hours? 35 Was the vehicle used primarily by a more than 5% owner or related person?

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons.

36 Is another vehicle available for personal

37	Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your	Yes	No
	employees?		
38	Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your		
	employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39	Do you treat all use of vehicles by employees as personal use?		
40	Do you provide more than five vehicles to your employees, obtain information from your employees about		
	the use of the vehicles, and retain the information received?		
41	Do you meet the requirements concerning qualified automobile demonstration use?		
	Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.		i
П	art VII Amortization		

(a) Description of costs	(b) Date amortization begins	(C) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
Amortization of costs that begins during	ng your 2006 tax year:				
	ii				
	: :				
Amortization of costs that began before	re your 2006 tax year			43	
1 Total. Add amounts in column (f). See	the instructions for whe	ere to report		44	

Form 4562 (2006) 616252/10-17-06 6

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#### 2006 DEPRECIATION AND AMORTIZATION REPORT

OTHER DEPRECIATION

OTHER

Asset No.	Description	Date Acquired	Method	Life	C Line n No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
6	OFFICE FURNITURE	09/03/02	200DB	7.00	нұ17	10,700.				10,700.	5,518.		0.	5,518.
10	OFFICE FURNITURE	12/03/02	200DB	7.00	ну17	20,123.				20,123.	10,079.		0.	10,079.
11	OFFICE FURNITURE	10/30/02	200DB	7.00	ну17	4,047.				4,047.	2,027.		0,	2,027.
12	OFFICE FURNITURE	11/20/02	200DB	7.00	ну1.7	2,923.				2,923.	1,464.		0,	1,464.
13	OFFICE FURNITURE	12/26/02	200DB	7.00	ну <u>1</u> 7	4,101.				4,101.	2,054.		0.	2,054.
14	START UP COSTS	01/01/02		60M	нұ43	866.				866.	807.		0.	807.
15	OFFICE EQUIPMENT	07/11/03	200DB	7.00	ну17	12,274.			-	12,274.	3,964.		0.	3,964.
16	COMPUTER EQUIPMENT	08/28/03	200DB	5.00	ну17	1,203.				1,203.	474.		٥.	474.
17	OFFICE FURNITURE	04/28/05	200DB	7.00	нұ17	2,965.		2,965.			~		0.	
18	COMPUTER EQUIPMENT	06/01/05	200DB	5.00	ну17	1,850.		1,850.					0.	,
19	OFFICE EQUIPMENT	04/05/06	200DB	7.00	ну17	16,619.		16,619.			,		0.	
20	OFFICE EQUIPMENT	05/01/06	200DB	7.00	ну17	12,651.		12,651.					0.	
26	COMPUTER EQUIPMENT	05/01/06	200DB	7.00	НУ17	8,200.		8,200.		r			0.	:
32	OFFICE EQUIPMENT	09/20/06	200DB	7.00	мо190	4,880.				4,880.			407.	407.
33	COMPUTER EQUIPMENT	09/11/06	200DB	5.00	мо191	2,237.				2,237.	4		261.	261.
34	COMPUTER EQUIPMENT	11/08/06	200DB	5.00	мс191	11,081.	-	11,081.				11,081.	11,081.	
35	COMPUTER EQUIPMENT	12/18/06	200DB	5.00	MQ191	1,351.				1,351.		ļ.	23.	23.
36	LEASEHOLD IMPROVEMENTS	10/19/06	sı	5.00	мс191	6,264.				6,264.			261.	261.

628111 12-05-06

(D) · Asset disposed

^{*} ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

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#### 2006 DEPRECIATION AND AMORTIZATION REPORT

OTHER DEPRECIATION OTHER

Asset No.	Description	Date Acquired	Method	Life	C o n No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
37	OFFICE EQUIPMENT	10/24/06	200DB	7.00	мотас	9,825.				9,825.			585.	585.
38	OFFICE EQUIPMENT	11/12/06	200DB	7.00	м⊙190	8,137.		8,137.				8,137.	8,137.	
39	OFFICE FURNITURE	10/16/06	200DB	7.00	мот эс	24,500.		24,500.				24,500.	24,500.	
40	OPFICE FURNITURE	10/30/06	200DB	7.00	мотэс	4,290.		4,290.				4,290.	4,290.	
41	OFFICE FURNITURE	11/01/06	200DB	7.00	мот 90	7,265.		7,265.		<u> </u>		7,265.	7,265.	
42	OFFICE FURNITURE	11/06/06	200DB	7.00	MQ190	6,544.		6,544.				6,544.	6,544.	
43	DECORATIVE ARTWORK	11/06/06	200DB	7.00	мо190	100,525.				100,525.			3,590.	3,590.
44	OFFICE FURNITURE	12/11/06	200DB	7.00	мотас	2,125.		2,125.				2,125.	2,125.	
	* TOTAL OTHER DEPRECIATION & AMORT					287,546.		106,227.		181,319.	26,387.	63,942.	69,069.	31,514.
	LESS: SEC 179 ALLOC TO SHAREHOLDERS												63,942.	
	NET DEPRECIATION	. ,						!					5,127.	
									·					
	CURRENT YEAR ACTIVITY				<b>.</b> .		_							
	BEGINNING BALANCE					98,522.		42,285.	0.	56,237.	26,387.			26,387.
	ACQUISITIONS		<del></del>	***************************************		189,024.		63,942.	0.	125,082.	٥.			5,127.
	DISPOSITIONS					. 0.		0,	0.	0.	0.			0.
	ENDING BALANCE			1		287,546.		106,227.	0.	181,319.	26,387.	Į		31,514.

628111 12-05-06

(D) - Asset disposed

^{*} ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

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		-					
FORM 1120S	TAXES AND LICENSES	STATEMENT 1					
DESCRIPTION		AMOUNT					
PAYROLL TAXES		82,280.					
TOTAL TO FORM 1120S, F	TOTAL TO FORM 1120S, PAGE 1, LINE 12						
FORM 1120S	OTHER DEDUCTIONS	STATEMENT 2					
DESCRIPTION		AMOUNT					
ALARM & GUARD SERVICE AUTO EXPENSES BANK CHARGES COMMISSIONS COMPUTER SUPPLIES & EX CONSULTING CONTRACT LABOR CONVENTION EXPENSES DUES & SUBSCRIPTIONS EDUCATION FEES-CONTROL AGREEMENT FEES-LOAN UTILIZATION INSURANCE LEGAL & ACCOUNTING LICENSES & TAXES MANAGEMENT FEES MEALS AND ENTERTAINMEN MEDICAL UNDERWRITING F OFFICE EXPENSES PAYROLL PROCESSING CHA PENSION PLAN ACCOUNTIN POSTAGE PRINTING & SUPPLIES SERVICE FEE EXPENSE SUPPLIES TELEPHONE TRAVEL UTILITIES	T EES RGES G	2,796. 8,447. 12,394. 567,439. 10,532. 153,946. 9,690. 1,550. 3,172. 7,491. 650. 684,238. 78,188. 430,853. 3,081. 800. 7,804. 7,624. 41,810. 1,114. 3,750. 5,482. 18,110. 167,379. 9,360. 11,938. 50,751. 2,584.					
TOTAL TO FORM 1120S, P	AGE 1, LINE 19	2,302,973.					

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SCHEDULE	K		INTEREST INCOME		STATEMENT	3
DESCRIPTI	ION			US	OTHER	
INTEREST	INCOME		•		6,9	66.
TOTAL TO	SCHEDUI	E K, LINE 4			6,9	66.
SCHEDULE	K	NONDE	EDUCTIBLE EXPENSES		STATEMENT	4
DESCRIPTI	ION				AMOUNT	
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES					7,803.	
TOTAL TO SCHEDULE K, LINE 16C					7,8	03.
SCHEDULE	M-2 AC	CUMULATED ADJUS	STMENTS ACCOUNT -	OTHER ADDITIONS	STATEMENT	5
DESCRIPTI	ON				AMOUNT	
PORTFOLIO INTEREST INCOME					6,966.	
TOTAL TO	SCHEDUL	E M-2, LINE 3 -	- COLUMN (A)		6,9	66.
SCHEDULE	M-2 AC	CUMULATED ADJUS	STMENTS ACCOUNT- O	THER REDUCTIONS	STATEMENT	6
DESCRIPTI	ON				AMOUNT	
NONDEDUCT	IBLE EX	NSE DEDUCTION PENSES EDECESSOR			63,9 7,8 223,0	03.
momat mo	CCHEDIII	E M-2, LINE 5 -	COLUMN (X)		294,8	

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SCHEDULE L OTHER CURRENT ASS	SETS	STATEMENT 7
DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
VARIOUS LOANS RECEIVABLE STOCK SUBSCRIPTION RECEIVABLE		1,546,985.
TOTAL TO SCHEDULE L, LINE 6		1,547,185.
SCHEDULE L OTHER ASSETS		STATEMENT 8
DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
SECURITY DEPOSITS PROPRIETARY ESTATE PLANNING PROGRAM INDEMNITY AGREEMENT DEPOSIT		39,255. 103,606. 25,000.
TOTAL TO SCHEDULE L, LINE 14		167,861.
SCHEDULE L OTHER CURRENT LIABIL	ITIES	STATEMENT 9
DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
INDEMNITY DEPOSIT-BNC NAT'L BANK		4,500.
TOTAL TO SCHEDULE L, LINE 18		4,500.
SCHEDULE M-1 EXPENSES RECORDED ON BOO NOT INCLUDED ON SCH		STATEMENT 10
DESCRIPTION		AMOUNT
PENALTIES		376.
TOTAL TO SCHEDULE M-1, LINE 3		376.

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SCHEDULE L ANALYSIS OF TOTAL RETAINED EARNIN	GS PER BOOKS	STATEMENT	11
DESCRIPTION		AMOUNT	
BALANCE AT BEGINNING OF YEAR NET INCOME PER BOOKS DISTRIBUTIONS OTHER INCREASES (DECREASES)	0. 1,414,643. 0.		
BALANCE AT END OF YEAR - SCHEDULE L, LINE 24, COL	UMN (D)	1,414,6	43.
SCHEDULE L ADJUSTMENTS TO SHAREHOLDERS'	EQUITY	STATEMENT	12
DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX	X
TRANSFER OF RETAINED EARNINGS FROM PRECEDESSORS		<223,0	— 78.>
TOTAL TO SCHEDULE L, LINE 25		<223,078.>	
FORM 4562 PART I - SECTION 179 EXPE	NSE	STATEMENT	13
(A) DESCRIPTION OF PROPERTY	(B) COST	(C) ELECTED COST	

COMPUTER EQUIPMENT

OFFICE EQUIPMENT

OFFICE FURNITURE

OFFICE FURNITURE

OFFICE FURNITURE

OFFICE FURNITURE OFFICE FURNITURE

TOTAL TO FORM 4562, PART I, LINE 6

11,081.

8,137.

24,500.

4,290.

7,265.

6,544.

2,125.

63,942.

11,081.

8,137.

24,500.

4,290.

7,265.

6,544.

2,125.

63,942.

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# **ALTERNATIVE MINIMUM TAX DEPRECIATION REPORT**

Asset No.	Description	Date Acquired	AMT Method	AMT Life	AMT Cost Or Basis	AMT Accumulated	Regular Depreciation	AMT Depreciation	AMT Adjustment
	OFFICE FURNITURE	090302			10,700.	6,113.	0.	437.	<437.>
	OFFICE FURNITURE	120302	150DB	7.00	20,123.	11,496.	0.	822.	₹822.⋝
	OFFICE FURNITURE	103002	150DB	7.00	4,047.	2,312.	Ö.	165.	<165.>
	OFFICE FURNITURE	112002			2,923.	1,670.	0.	119.	<119.>
	OFFICE FURNITURE	122602			4,101.	2,343.	0.	167.	<167.>
	OFFICE EQUIPMENT	071103	150DB	7.00	12,274.	7,012.	0.	501.	<501.>
	COMPUTER EQUIPMENT	082803			1,203.	902.	0.	67.	<67.>
	OFFICE EQUIPMENT	092006			4,880.	0.	407.	305.	102.
	COMPUTER EQUIPMENT	091106			2,237.	Ö.	261.	196.	65.
	COMPUTER EQUIPMENT	110806			11,081.	0.	11,081.	11,081	0.
	COMPUTER EQUIPMENT	12 18 06		5.00	1,351.	0.	23.	17.	6.
	LEASEHOLD IMPROVEMENTS	101906		5.00	6,264.	0.	261.	261.	0.
	OFFICE EQUIPMENT	102406			9,825.	0.	585.	439.	146.
	OFFICE EQUIPMENT		150DB		8,137.	0.	8,137.	8,137.	_ 0.
	OFFICE FURNITURE	101606			24,500.	0.	24,500.	24,500.	0.
	OFFICE FURNITURE	103006			4,290.	0.	4,290.	4,290.	0.
	OFFICE FURNITURE	110106			7,265.	Ō.	7,265.	7,265.	0.
	OFFICE FURNITURE	110606			6,544.	0.	6,544.	6,544.	0.
	DECORATIVE ARTWORK	110606			100,525.	0.	3,590.	2,693.	897.
4.4	OFFICE FURNITURE	121106	150DB	7.00	2,125.	0.	2,125.	2,125.	0.
	TOTALS			,	244,395.	31,848.	69,069.	70,131.	<1,062.>
	MACRS AMT ADJUSTMENT					•	, ,	<1,062.>	) <u>-</u> .
		.    <u>.</u> .		_					
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			<u> </u>						

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### 2006 DEPRECIATION AND AMORTIZATION REPORT

- CURRENT YEAR FEDERAL - LIC HOLDINGS INC

Asset No.	Description	Date Acquired	Method	Life	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Current Year Deduction
6	OFFICE FURNITURE	090302	200DB	7.00	17	10,700.			10,700.	5,518.		0.
10	OFFICE FURNITURE	120302	200DB	7.00	17	20,123.			20,123.	10,079.		0.
11	OFFICE FURNITURE	103002	200DB	7.00	17	4,047.	<del> -</del>	- <b></b> !	4,047.	2,027.	ļ.  -	0.
1 _. 2	OFFICE FURNITURE	112002	200DB	7.00	17	2,923.		ar <del>.</del>	2,923.	1,464.		0.
13	OFFICE FURNITURE	122602	200DB	7.00	17	4,101.	,		4,101.	2,054.		0.
14	START UP COSTS	010102		60 <b>™</b>	43	866.			866.	807.		0.
15	OFFICE EQUIPMENT	071103	200DB	7.00	17	12,274.			12,274.	3,964.		<u>o.</u>
1,6	COMPUTER EQUIPMENT	082803	200DB	5.00	17	1,203.			1,203.	474.		_ 0.
17	OFFICE FURNITURE	042805	200DB	7.00	17	2,965.		2,965.				0.
18	COMPUTER EQUIPMENT	060105	200DB	5.00	17	1,850.		1,850.		<u>.</u>		_ 0.
19	OFFICE EQUIPMENT	040506	200DB	7.00	17	16,619.	٠	16619.	. ~ .			0.
20	OFFICE EQUIPMENT	050106	200DB	7.00	17	12,651.		12651.				0.
26	COMPUTER EQUIPMENT	050106	200DB	7.00	17	8,200.		8,200.		· -		0.
_32	OFFICE EQUIPMENT	092006	200DB	7.00	19 <u>.</u> c	4,880.	·		4,880.			407.
_33	COMPUTER EQUIPMENT	091106	200DB	5.00	19B	2,237.			2,237.		m ·	261.
34	COMPUTER EQUIPMENT	110806	200DB	5.00	19B	11,081.		11081.			11,081.	11,081.
35	COMPUTER EQUIPMENT	121806	200DB	5.00	19B	1,351.	J- '		1,351.	The second of second		23.
36	LEASEHOLD IMPROVEMENTS	101906	SL_	5.00	19B	6,264.			6,264.			261.

07-28-06

⁽D) - Asset disposed

^{*} ITC, Section 179, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

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### 2006 DEPRECIATION AND AMORTIZATION REPORT

- CURRENT YEAR FEDERAL -

LIC HOLDINGS INC

Asset No.	Description	Date Acquired	Method	Life	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Current Year Deduction
37	OFFICE EQUIPMENT	102406	200DB	7.00	19C	9,825.			9,825.			585.
38	OFFICE EQUIPMENT	111206	200DB	7.00	19c	8,137.		8,137.			8137.	8,137.
39	OFFICE FURNITURE	101606	200DB	7.00	19C	24,500.		24500.			24,500.	24,500.
40	OFFICE FURNITURE	103006	200DB	7.00	19C	4,290.		4,290.			4290.	4,290.
41	OFFICE FURNITURE	110106	200DB	7.00	190	7,265.		7,265.			7265.	7,265.
42	OFFICE FURNITURE	110606	200DB	7.00	19C	6,544.		6,544.			6544.	6,544.
43	DECORATIVE ARTWORK	110606	200DB	7.00	190	100,525.			100,525.			3,590.
	OFFICE FURNITURE	121106	200DB	7.00	19c	2,125.		2,125.			2125.	2,125.
	* TOTAL OTHER DEPRECIATION & AMORT LESS: SEC 179 ALLOC					287,546.		106,227.	181,319.	26,387.	63,942.	69,069.
	TO SHAREHOLDERS											63,942.
	NET DEPRECIATION								:			5,127.
	CURRENT YEAR ACTIVITY											
	BEGINNING BALANCE			Ţ		98,522.		42285.	56,237.	26,387.		
	ACQUISITIONS					189,024.		63942.	125,082.	0.		
	DISPOSITIONS					0.		0.	0.	0.		
	ENDING BALANCE			į		287,546.		106,227.	181,319.	26,387.		

628102 07-28-06

⁽D) - Asset disposed

^{*} ITC, Section 179, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

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Case: 17-3595 2007 DEPRECIATION AND AMORTIZATION REPORT

- NEXT YEAR FEDERAL -

LIC HOLDINGS INC

Filed: 03/12/2018

Asset No.	Description	Date Acquired	Method	Life	Unadjusted Cost Or Basis	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Amount Of Depreciation
6	OFFICE FURNITURE AMT DEPRECIATION	090302	200DB 150DB		10,700.		10,700.	5,518. 6,550.	1,636. 1,311.
10	OFFICE FURNITURE AMT DEPRECIATION	120302	200DB 150DB		20,123.		20,123.	10,079. 12,318.	3,172. 2,465.
11	OFFICE FURNITURE AMT DEPRECIATION	103002	200DB 150DB		4,047.		4,047.	2,027. 2,477.	638. 496.
12	OFFICE FURNITURE AMT DEPRECIATION	112002	200DB 150DB		2,923.	,	2,923.	1,464. 1,789.	461. 358.
13	OFFICE FURNITURE AMT DEPRECIATION	122602	200DB 150DB		4,101.		4,101.	2,054. 2,510.	646. 502.
14	START UP COSTS	010102		60м	866.		866.	807.	59.
15	OFFICE EQUIPMENT AMT DEPRECIATION	071103	200DB 150DB		12,274.	· · · · · · · · · · · · · · · · · · ·	12,274.	3,964. 7,513.	2,624. 1,503.
16	COMPUTER EQUIPMENT AMT DEPRECIATION	082803	200DB 150DB		1,203.		1,203.	474. 969.	_625. 201.
17	OFFICE FURNITURE	042805	200DB	7.00	2,965.	2,965.			0.
18	COMPUTER EQUIPMENT	060105	200DB	5.00	1,850.	1,850.		· · · · · · · · · · · · · · · · ·	0.
19	OFFICE EQUIPMENT	040506	200DB	7.00	16,619.	16619.		·	0.
		- · · · · · · ·			, , dec es es essent			and to the state of	

⁽D) · Asset disposed

^{*} ITC, Section 179, Salvage, HR 3090, Commercial Revitalization Deduction, GO Zone

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## 2007 DEPRECIATION AND AMORTIZATION REPORT

- NEXT YEAR FEDERAL - LIC HOLDINGS INC

Asset No.	Description	Date Acquired	Method	Life	Unadjusted Cost Or Basis	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Amount Of Depreciation
20	OFFICE EQUIPMENT	050106	200DB	7.00	12,651.	12651.			0.
26	COMPUTER BOUIPMENT	050106	200DB	7.00	8,200.	8,200.			0.
32	OFFICE EQUIPMENT AMT DEPRECIATION	092006	200DB 150DB		4,880.		4,880.	407. 305.	1,278. 980.
33	COMPUTER EQUIPMENT AMT DEPRECIATION	091106	200DB 150DB		2,237.		2,237.	261. 196.	790. 612.
34	COMPUTER EQUIPMENT AMT DEPRECIATION	110806	200DB 150DB		11,081.	11081.			0.
35	COMPUTER EQUIPMENT AMT DEPRECIATION	121806	200DB 150DB		1,351.		1,351.	23. 17.	531. 400.
36	LEASEHOLD IMPROVEMENTS AMT DEPRECIATION	101906		5.00 5.00	6,264.		6,264.	261. 261.	1,253. 1,253.
37	OFFICE EQUIPMENT AMT DEPRECIATION	102406	200DB 150DB		9,825.	-	9,825.	585. 439.	2,640. 2,011.
38	OFFICE EQUIPMENT AMT DEPRECIATION	111206	200DB 150DB		8,137.	8,137.			0.
39	OFFICE FURNITURE AMT DEPRECIATION	101606	200DB 150DB		24,500.	24500.			0.
40	OFFICE FURNITURE AMT DEPRECIATION	103006	200DB 150DB		4,290.	4,290.			0.

⁽D) · Asset disposed

^{*} ITC, Section 179, Salvage, HR 3090, Commercial Revitalization Deduction, GO Zone

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# 2007 DEPRECIATION AND AMORTIZATION REPORT

- NEXT YEAR FEDERAL -

LIC HOLDINGS INC

Asset No.	Description	Date Acquired	Method	Life	Unadjusted Cost Or Basis	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Amount Of Depreciation
41	OFFICE FURNITURE AMT DEPRECIATION	110106	200DB 150DB	7.00 7.00	7,265.	7,265.		-	0.
42	OFFICE FURNITURE AMT DEPRECIATION	110606	200DB 150DB		6,544.	6,544.			0.
43	DECORATIVE ARTWORK AMT DEPRECIATION	110606	200DB 150DB		100,525.		100,525.	3,590. 2,693.	27,696. 20,964.
44	OFFICE FURNITURE AMT DEPRECIATION	121106	200DB 150DB	7.00 7.00	2,125.	2,125.			0.
	* TOTAL OTHER DEPRECIATION & AMORT AMT DEPRECIATION				287,546. 244,395.		181,319. 180,453.	31,514. 38,037.	44,049. 33,056.
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671106

Schedule K-1	0000		Final K-1 Amend	ted K	-1 OMB No. 1545-0130
(Form 1120S)	2006	P	art III Shareholder's Share	of Cui	rrent Year Income,
Department of the Treasury			Deductions, Gredits,	and O	ther Items
Internal Revenue Service	For calendar year 2006, or tax	10	rdinary business income (loss)	13 (	Credits
	year beginning SEPTEMBER 1, 2006	<u> </u>	488,333.		
	ending DECEMBER 31, 2006	2 N	et rental real estate income (loss)		
	of Income, Deductions, separate instructions.	30	ther net rental income (loss)		
	ion About the Corporation		terest income 2,299.		
A Corporation's employer ic 20-5290314	dentification number	5a O	rdinary dividends		
B Corporation's name, addr	ess, city, state, and ZIP code	5bQ	ualified dividends	14 (	oreign transactions
	CORP. CIRCLE, SUITE 3010	<b>6</b> R	oyalties 		
BOCA RATON, F	FL 33487	7 N	et short-term capital gain (loss)		
C IRS Center where corpora		8a N	et long-term capital gain (loss)		
D Tax shelter registrat  E Check if Form 8271		<b>8b</b> C	ollectibles (28%) gain (loss)		
[.ext.com]		8c U	nrecaptured sec 1250 gain		
Part II Informat	ion About the Shareholder	9 N	et section 1231 gain (loss)		
371-32-5211  G Shareholder's name, addr		100	ther income (loss)	15 / A	Alternative min tax (AMT) items
				_	(330.2
SIMON BERNSTE	AD LANE				
BOCA RATON, F	L 33496	$\vdash$			
H Shareholder's percentage	of stock 33.000000%	_			
Ownership for tax year	33.0000078				
		115	ection 179 deduction 21,101.	16 i C*	tems affecting shareholder basis 2,575.
		120	ther deductions		
y only					
For IRS Use Only					
[편]					
				17 ( <b>A</b>	Other information 2,299.
					,,,,,,
			*Con attached ct-t	1 1 1 1 1	tional information
611271 12-28-06 JWA For Privacy A	Act and Paperwork Reduction Act Notice, see Instructions fo	r Farn	*See attached statement for 1120S.		tional information. chedule K-1 (Form 1120S) 2006

Schedule K-1 (Form 1120S) 2006 SHAREHOLDER NUMBER 1

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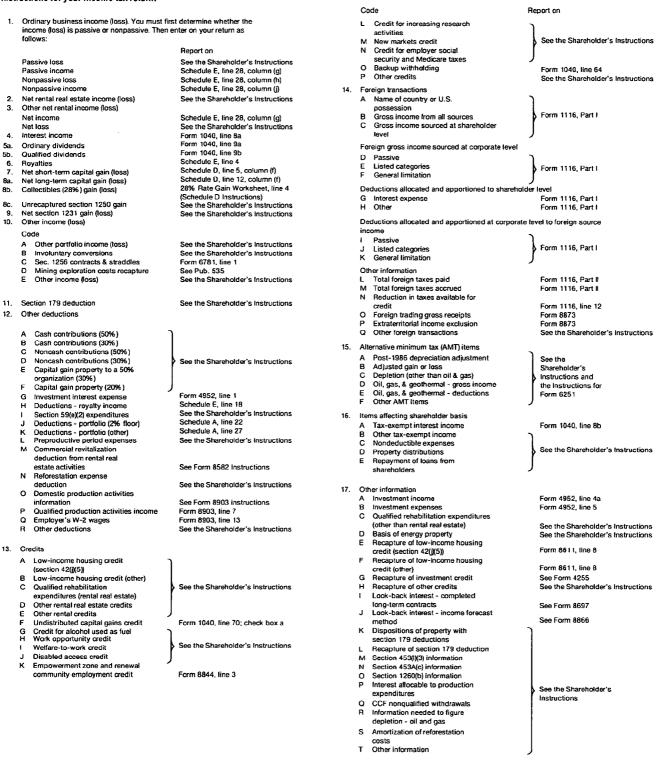
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LIC HOLDINGS INC 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION AMOUNT SHAREHOLDER FILING INSTRUCTIONS

EXCLUDED MEALS AND ENTERTAINMENT
EXPENSES 2,575. SEE FORM 1040 INSTRUCTIONS



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671106

Schedule K-1	0000		Final K-1 Amen	ded K-	1 OMB No. 1545-0130
(Form 1120S)	2006	P	art III Shareholder's Share	of Cur	rent Year Income,
Department of the Treasury			Deductions, Credits,	and O	ther Items
Internal Revenue Service	For calendar year 2006, or tax	10	dinary business income (loss)	_	Credits
	year beginning SEPTEMBER 1, 2006		665,909.		1
	ending DECEMBER 31, 2006	2 No	et rental real estate income (loss)	<b>†</b>	
			(1000)		
	of Income, Deductions,	301	her net rental income (loss)		
Credits, etc. ▶ See	separate instructions.	<del> </del>	<u> </u>		
	ion About the Corporation		terest income 3,134.		
A Corporation's employer in 20-5290314	dentification number	5a O	dinary dividends		
B Corporation's name, addr	ess, city, state, and ZIP code	5bQ	ualified dividends	14 F	oreign transactions
LIC HOLDINGS	INC CORP. CIRCLE, SUITE 3010	6R	pyalties		
BOCA RATON, F		7 No	et short-term capital gain (loss)		
C IRS Center where corpora	ation filed return	8a No	et long-term capital gain (loss)		
D Tax shelter registrat	ion number if any	ah C	l Ollectibles (28%) gain (loss)	├	
E Check if Form 8271		auci	 		
		8cU	nrecaptured sec 1250 gain		
	ion About the Shareholder	9 No	et section 1231 gain (loss)		-
F Shareholder's identifying	number	<u> </u>		Ь	
319-64-1912		100	her income (loss)	1	Alternative min tax (AMT) items
G Shareholder's name, addr	ress, city, state and ZIP code	<u> </u>		A	<478.>
	_				ĺ
TED BERNSTEIN		ļ		<u> </u>	
15807 MENTON					
DELRAY BEACH,	FL 33446	<u> </u>			
		1			
H Shareholder's percentage		<u> </u>		├	
ownership for tax year	45.00000%				
		1			
		1156	28,774.	16 II C*	tems affecting shareholder basis 3,511.
		1201	her deductions		
<u>&gt;</u>					
For IRS Use Only					
se					
S L					
뜬				1 :	
P.					
					Other information
				A	3,134.
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		<u></u>			
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			*Coa altach ad atata a 1.1		tional information
611271 12-28-06 JWA For Privacy A	Act and Paperwork Reduction Act Notice, see Instructions fo	L Far-	*See attached statement fo		
12-28-06 JVVA FOR PRIVACY F	nci and maperwork meduction Act Notice, see instructions to	ii LOLU	1 11200.	0	chedule K-1 (Form 1120S) 2006

SHAREHOLDER NUMBER 2

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LIC HOLDINGS INC 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION AMOUNT SHAREHOLDER FILING INSTRUCTIONS

EXCLUDED MEALS AND ENTERTAINMENT EXPENSES 3,511. SEE FORM 1040 INSTRUCTIONS



671106

Schedule K-1 (Form 1120S)	2006		Final K-1 Amend		
•	2000		art III Shareholder's Share		·
Department of the Treasury Internal Revenue Service		<u> </u>	Deductions, Credits,		
internal nevenue Service	For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006	10	dinary business income (loss)	13 (	Credits
	ending DECEMBER 31, 2006	2 No	et rental real estate income (loss)		
	of Income, Deductions, separate instructions.	301	her net rental income (loss)		
Partil Informat	tion About the Corporation	4 In	terest income 84.		
A Corporation's employer in 20-5290314		<b>5a</b> Or	dinary dividends		
B Corporation's name, addr	ress, city, state, and ZIP code	5b Qu	ualified dividends	14 F	Foreign transactions
	A CORP. CIRCLE, SUITE 3010		pyalties		
BOCA RATON, E	FL 33487	7 Ne	et short-term capital gain (loss)		
C IRS Center where corpora OGDEN, UT	ation filed return	8a Ne	et long-term capital gain (loss)		
D Tax shelter registrat  Check if Form 8271		8b Co	ollectibles (28%) gain (loss)		
		8c Ur	nrecaptured sec 1250 gain		
Part II Informat  F Shareholder's identifying	ion About the Shareholder	9 Ne	et section 1231 gain (loss)		
20-7294112		10 Ot	l her income (loss) I	15 A	Alternative min tax (AMT) items
C/O GERALD R	RNSTEIN IRREV TRUST LEWIN, TRUSTEE DRATE BLVD., STE E-300			A	(13.2
H Shareholder's percentage	·				
	1.200000%				
		11Se	ection 179 deduction	16 I	tems affecting shareholder basis
		120t	her deductions		
<del>y</del> ino					
For IRS Use Only					
7. H					
				17 ( A	Other information 84.
				T*	STMT
			*See attached statement fo	r addi	tional information.
11271 2-28-06 JWA For Privacy	Act and Paperwork Reduction Act Notice, see Instructions fo	r Form	1120S.	S	chedule K-1 (Form 1120S) 2006

SHAREHOLDER NUMBER 3

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Case: 17-3595 Document: 12-9 LIC HOLDINGS INC

Filed: 03/12/2018 Pages: 1025 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C AMOUNT SHAREHOLDER FILING INSTRUCTIONS DESCRIPTION EXCLUDED MEALS AND ENTERTAINMENT **EXPENSES** 94. SEE FORM 1040 INSTRUCTIONS SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T AMOUNT DESCRIPTION SHAREHOLDER FILING INSTRUCTIONS TENTATIVE SECTION 179 EXPENSE DEDUCTION 767. SEE THE IRS INSTRUCTIONS

				Code	Report on
1.	Ordinary business income (loss). You must i income (loss) is passive or nonpassive. The follows:	n enter on your return as		Credit for increasing research     activities     M New markets credit	See the Shareholder's Instructions
		Report on		N Credit for employer social	
	Passive loss	See the Shareholder's Instructions		security and Medicare taxes O Backup withholding	Form 1040, line 64
	Passive income	Schedule E, line 28, column (g)		P Other credits	See the Shareholder's Instructions
	Nonpassive loss Nonpassive income	Schedule E, line 28, column (h) Schedule E, line 28, column (j)	14	Foreign transactions	See the Shareholder's insubctions
2.	Net rental real estate income (loss)	See the Shareholder's Instructions	14,	A Name of country or U.S.	`
3.	Other net rental income (loss)	See the Shareholder's instructions		possession	
٠.	Net income	Schedule E, line 28, column (g)		B Gross income from all sources	Form 1116, Part I
	Net loss	See the Shareholder's Instructions		C Gross income sourced at shareholder	
4.	Interest income	Form 1040, line 8a		level	)
5a.	Ordinary dividends	Form 1040, line 9a		Foreign gross income sourced at corporate	level
5b.	Qualified dividends	Form 1040, line 9b		D Passive	)
6.	Royalties	Schedule E, line 4 Schedule D, line 5, column (f)		E Listed categories	Form 1116, Part I
7. 8a.	Net short-term capital gain (loss) Net long-term capital gain (loss)	Schedule D, line 12, column (f)		F General limitation	J
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4		Deductions allocated and apportioned to sl	hareholder level
		(Schedule D Instructions)		G Interest expense	Form 1116, Part I
8c. 9.	Unrecaptured section 1250 gain Net section 1231 gain (loss)	See the Shareholder's instructions		H Other	Form 1116, Part I
	Other income (loss)	See the Shareholder's Instructions		Deductions allocated and apportioned at co	orporate level to foreign source
	Code			income	-
	A Other portfolia income (loss)	See the Shareholder's Instructions		I Passive	)
	B Involuntary conversions	See the Shareholder's Instructions		J Listed categories	Form 1116, Part I
	C Sec. 1256 contracts & straddles	Form 6781, line 1		K General limitation	J
	D Mining exploration costs recapture	See Pub. 535		Other information	
	E Other income (loss)	See the Shareholder's Instructions		L Total foreign taxes paid	Form 1116, Part II
				M Total foreign taxes accrued  N Reduction in taxes available for	Form 1116, Part II
11.	Section 179 deduction	See the Shareholder's Instructions		credit	Form 1116, line 12
12.	Other deductions			O Foreign trading gross receipts	Form 8873
		_		P Extraterritorial income exclusion	Form 8873
	A Cash contributions (50%)	)		O Other foreign transactions	See the Shareholder's Instructions
	B Cash contributions (30%) C Noncash contributions (50%)		15.	Alternative minimum tax (AMT) items	_
	D Noncash contributions (30%)	See the Shareholder's Instructions		A Post-1986 depreciation adjustment	See the
	E Capital gain property to a 50%			B Adjusted gain or loss	Shareholder's
	organization (30%)			C Depletion (other than oil & gas) D Oil, gas, & geothermal - gross income	Instructions and the Instructions for
	F Capital gain property (20%)	Form 4952, line 1		E Oil, gas, & geothermal - deductions	Form 6251
	G Investment interest expense H Deductions - royalty income	Schedule E, line 18		F Other AMT items	)
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions	16.	Items affecting shareholder basis	
	J Deductions - portfolio (2% floor)	Schedule A, line 22		A Tax-exempt interest income	Form 1040, line 8b
	K Deductions - portfolio (other)	Schedule A, line 27		B Other tax-exempt income	)
	L Preproductive period expenses  M Commercial revitalization	See the Shareholder's Instructions		C Nondeductible expenses	See the Shareholder's Instructions
	deduction from rental real			D Property distributions E Repayment of loans from	, coo uno cinarante a morraciono
	estate activities	See Form 8582 Instructions		shareholders	J
	N Reforestation expense	Can the Chambelded to to the stine			
	deduction O Domestic production activities	See the Shareholder's Instructions	17.	Other information	
	information	See Form 8903 instructions		A Investment income	Form 4952, line 4a
	P Qualified production activities income	Form 8903, line 7		B Investment expenses C Qualified rehabilitation expenditures	Form 4952, line 5
	Q Employer's W-2 wages	Form 8903, line 13		(other than rental real estate)	See the Shareholder's Instructions
	R Other deductions	See the Shareholder's Instructions		D Basis of energy property	See the Shareholder's Instructions
13	Credits			E Recapture of low-income housing	Farm 9611 Fac 0
	A Low-income housing credit	`		credit (section 42(j)(5))  F Recapture of low-income housing	Form 8611, line 8
	(section 42(j)(5))	Ì		credit (ather)	Form 8611, line 8
	B Low-income housing credit (other)			G Recapture of investment credit	See Form 4255
	C Qualified rehabilitation	See the Shareholder's Instructions		H Recapture of other credits	See the Shareholder's Instructions
	expenditures (rental real estate)			Look-back interest - completed	
	D Other rental real estate credits  E Other rental credits	J		long-term contracts J Look-back interest - income forecast	See Form 8697
	F Undistributed capital gains credit	Form 1040, line 70; check box a		method	See Form 8866
	G Credit for alcohol used as fuel	)		K Dispositions of property with	)
	H Work opportunity credit Welfare-to-work credit	See the Shareholder's Instructions		section 179 deductions	
	J Disabled access credit			L Recapture of section 179 deduction  M Section 453(I)(3) information	
	K Empowerment zone and renewal	)		N Section 453A(c) information	
	community employment credit	Form 8844, line 3		O Section 1260(b) information	
				P Interest allocable to production	See the Shareholder's
				expenditures	Instructions
				Q CCF nonqualified withdrawals R Information needed to figure	1
				depletion - oil and gas	
				S Amortization of reforestation	İ
				costs	
				T Other information	J

671106

Schedule K-1	0000		Final K-1 Amen	ded K	-1 OMB No. 1545-0130
(Form 1120S)	2006	P	art III Shareholder's Share	of Gur	rent Year Income,
Department of the Treasury			Deductions, Credits,	and O	ther Items
Internal Revenue Service	For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006	10	rdinary business income (loss) 17,758.	13 (	Credits
	ending DECEMBER 31, 2006	2N	et rental real estate income (loss)		
	e of Income, Deductions, se separate instructions.	30	ther net rental income (loss)		
Partil Informa	tion About the Corporation	4In	iterest income 84.		
A Corporation's employer 20-5290314	identification number	5a0	rdinary dividends		
B Corporation's name, add	dress, city, state, and ZIP code	<b>5b</b> Q	ualified dividends	14 f	Foreign transactions
	A CORP. CIRCLE, SUITE 3010		oyalties 		
BOCA RATON,	FL 33487	7 N	et short-term capital gain (loss)		
C IRS Center where corpo OGDEN, UT	ration filed return	8a N	et long-term capital gain (loss)		
D Tax shelter registra E Check if Form 827	ation number, if any	8 <b>b</b> C	ollectibles (28%) gain (loss)		
		8cU	nrecaptured sec 1250 gain		
Part III Informa  F Shareholder's identifying	tion About the Shareholder	91/	et section 1231 gain (loss)		
20-7354918	dress, city, state and ZIP code	100	ther income (loss)	15 / A	Alternative min tax (AMT) items
DANIEL BERNS	TEIN IRREV TRUST				
	ATISH PA,TRUSTEE LA CORP CIRCLE, STE 3010 FL 33487				
		$\vdash$			
H Shareholder's percentage ownership for tax year	1.20000%				
		11S	ection 179 deduction	16 I C'*	terns affecting shareholder basis
		120	ther deductions		
Only					
For IRS Use Only					
P. P. P. P. P. P. P. P. P. P. P. P. P. P					
				17 ( A	Other information 84.
				т*	STMT
			*See attached statement for		
611271 12-28-06 JWA For Privacy	Act and Paperwork Reduction Act Notice, see Instructions fo	r Forn	n 1120S.	S	chedule K-1 (Form 1120S) 2006

SHAREHOLDER NUMBER 4

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SCHEDULE K-1 NONDEDUCTIBL	E EXPENSES, B	OX 16, CODE C
DESCRIPTION	TUNOMA	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	94.	SEE FORM 1040 INSTRUCTIONS
SCHEDULE K-1 OTHER	INFORMATION,	BOX 17, CODE T
DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
TENTATIVE SECTION 179 EXPENSE DEDUCTION	767.	SEE THE IRS INSTRUCTIONS



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671106

Schedule K-1	0000		Final K-1	Amend	ied K	-1 OMB No. 1545-0130
(Form 1120S)	2006	P	art III Shareh	older's Share o	of Gui	rrent Year Income,
Department of the Treasury			Deduct	ions, Credits, a	and O	ther Items
Internal Revenue Service	For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006	10r	dinary business in 1	ncome (loss) 7 , 757 .	13 (	Credits
	ending DECEMBER 31, 2006	2 Ne	et rental real estate	income (loss)		
	e of Income, Deductions, e separate instructions.	3 Ot	her net rental inco	me (loss)		
Part I Informat	tion About the Corporation	4Int	terest income	83.		
A Corporation's employer i	identification number	<b>5</b> a Or	dinary dividends			
B Corporation's name, add	lress, city, state, and ZIP code	5b Qı	ualified dividends		14 [	oreign transactions
	A CORP. CIRCLE, SUITE 3010		pyalties			
BOCA RATON, H	FL 3348/	7 Ne	et short-term capit	al gain (loss)		
C IRS Center where corpora OGDEN, UT	ration filed return	8a Ne	et long-term capita	l gain (loss)		
D Tax shelter registra  E Check if Form 8271	ation number, if any	8b Co	ollectibles (28%) g	ain (loss)		
		8c Ur	recaptured sec 1	250 gain		
Part II Informat	tion About the Shareholder	9 Ne	et section 1231 ga	in (loss)		
20-7294133		100t	her income (loss)		15 / A	Alternative min tax (AMT) items
	dress, city, state and ZIP code IN IRREV TRUST	-				(13./
	LEWIN, TRUSTEE					
	ORATE BLVD., STE E-300			•		
BOCA RATON, I	FL 33431	H				
H Shareholder's percentage						
ownership for tax year	1.200000%					
		11 Se	ction 179 deducti		16 I C*	tems affecting shareholder basis 93.
		120t	her deductions			
A L						
For IRS Use Only			· · · · · · · · · · · · · · · · · · ·			
or IRS						
<u> </u>					l_	Other information
		$\vdash$			A	83.
		H		-	T*	STMT
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		Н				
611271 BMG 5 D-1	And and Donamark Dadwalfon And North-			ed statement fo		itional information.
611271 12-28-06 JWA For Privacy	Act and Paperwork Reduction Act Notice, see Instructions fo	i. Lou	1 1 1205.		8	chedule K-1 (Form 1120S) 2006

SHAREHOLDER NUMBER 5

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Case: 17-3595 LIC HOLDINGS INC Document: 12-9 Filed: 03/12/2018

SCHEDULE K-1 NONDEDUCTIBE	E EXPENSES, B	OX 16, CODE C
DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	93.	SEE FORM 1040 INSTRUCTIONS
SCHEDULE K-1 OTHER	R INFORMATION,	BOX 17, CODE T
DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
TENTATIVE SECTION 179 EXPENSE DEDUCTION	768.	SEE THE IRS INSTRUCTIONS



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Schedule K-1 (Form 1120S)	2006		Final K-1		Amen			-0130
•	2000						rrent Year Income,	
Department of the Treasury Internal Revenue Service		<u> </u>			ns, Credits,	_		
	for calendar year 2006, or tax	10	anary bu: J		ome (loss)	13 (	Credits J	J
у	rear beginning SEPTEMBER 1, 2006 ending DECEMBER 31, 2006	0.01			,758 ·	1		
	ending DECEMBER 31, 2006	2 NO	et rentai re 	ai estate i	ncome (loss)			
Shareholder's Share of Credits, etc. ► See sep.	Income, Deductions, arate instructions.	301	her net re	ntal incom	ie (loss)			
Part I Information	About the Corporation	4In	terest inco	ome	84.			
A Corporation's employer identi	ification number	5a Or	dinary div	idends				
B Corporation's name, address,	city, state, and ZIP code	5b Q	ualified div	ridends		14 6	oreign transactions	
LIC HOLDINGS IN	NC	6Rd	yalties			1		
	CORP. CIRCLE, SUITE 3010							
BOCA RATON, FL	33487	7 Ne	et short-te	rm capital	gain (loss)			
C IRS Center where corporation OGDEN, UT		8a Ne	et long-ter	m capital	gain (loss)			
D Tax shelter registration		8b Co	ollectibles	(2 <b>8</b> %) ga	n (loss)			
E Check if Form 8271 is a	ttached	8c Ur	recapture	ed sec 125	i0 gain	ļ		
Part II Information	About the Shareholder	9 Ne	t section	1231 gain	(loss)			
F Shareholder's identifying num	nber					<u> </u>		
20-7294171		10 Ct	her incom	e (loss)		l_	Alternative min tax (AMT) ite	
G Shareholder's name, address,	· · · · · · · · · · · · · · · · · · ·	<u> </u>				A	<12	<u> </u>
JACOB BERNSTEIN C/O TRACI KRATI								
	CORP CIRCLE, STE 3010							
BOCA RATON, FL								
<u> </u>	·	$\vdash$						
H Shareholder's percentage of s								
ownership for tax year	1.200000%							
		11Se	ection 179	deductio	1		tems affecting shareholder l	
		10.04	har dodus	tions		C*	94	1.
		1200	her deduc	tions				
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						A''	Other information   8.4	4.
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			*Se	e attached	statement fo	ı or addi	I itional information.	-
611271 12-28-06 JWA For Privacy Act a	and Paperwork Reduction Act Notice, see Instructions fo	r Form					chedule K-1 (Form 1120S)	2006

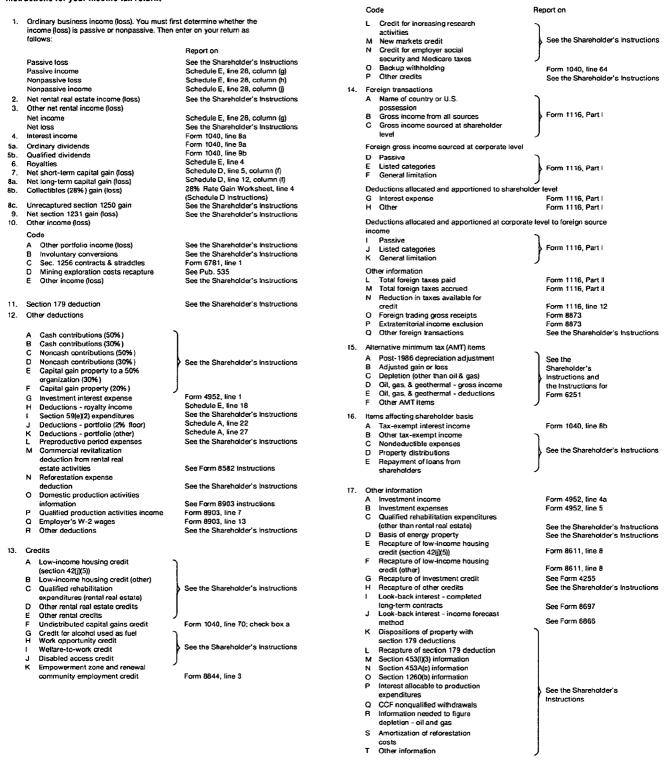
SHAREHOLDER NUMBER 6

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Case: 17-3595 LIC HOLDINGS INC Pages: 1025 20-5290314

SCHEDULE K-1 NONDEDUCTIBL	E EXPENSES, B	OX 16, CODE C
DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	94.	SEE FORM 1040 INSTRUCTIONS
SCHEDULE K-1 OTHER	INFORMATION,	BOX 17, CODE T
DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
TENTATIVE SECTION 179 EXPENSE DEDUCTION	767.	SEE THE IRS INSTRUCTIONS



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671106

Schedule K-1	0000	Final K-1 Amen	ded K-1 OMB No. 1545-0130
(Form 1120S)	2006	[Partill] Shareholder's Share	of Current Year Income,
Department of the Treasury		Deductions, Credits,	and Other Items
Internal Revenue Service	For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006	10rdinary business income (loss) 17,757.	13 Credits
	ending DECEMBER 31, 2006	2Net rental real estate income (loss)	
	e of Income, Deductions, e separate instructions.	3 Other net rental income (loss)	
	tion About the Corporation	4Interest income 83.	
A Corporation's employer 20-5290314	identification number	5a Ordinary dividends	
B Corporation's name, add	dress, city, state, and ZIP code	5bQualified dividends	14 Foreign transactions
	A CORP. CIRCLE, SUITE 3010	6Royalties	
BOCA RATON,	FL 33487	7 Net short-term capital gain (loss)	
C IRS Center where corpor	ration filed return	8a Net long-term capital gain (loss)	
	ation number, if any	8bCollectibles (28%) gain (loss)	
		8cUnrecaptured sec 1250 gain	
[Partill] Informa  F Shareholder's identifying	tion About the Shareholder	9Net section 1231 gain (loss)	
20-7294156	dress, city, state and ZIP code	10Other income (loss)	15 Alternative min tax (AMT) items A   <13.>
	IN IRREV TRUST		A (13.)
	ATISH PA, TRUSTEE		
9050 PENINSU BOCA RATON,	LA CORP CIRCLE, STE 3010 FL 33787		
H Shareholder's percentag	pe of stock		
ownership for tax year	1.200000%		
		11 Section 179 deduction	16 Items affecting shareholder basis  C* 94.
		12Other deductions	
Only			
For IRS Use Only			
For R			
			17 Other information A 83.
			T* STMT
		*See attached statement for	or additional information.
611271 12-28-06 JWA For Privacy	Act and Paperwork Reduction Act Notice, see Instructions to		Schedule K-1 (Form 1120S) 2006

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SHAREHOLDER NUMBER 7

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SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C					
DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS			
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	94.	SEE FORM 1040 INSTRUCTIONS			
SCHEDULE K-1 OTHER	INFORMATION,	BOX 17, CODE T			
DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS			
TENTATIVE SECTION 179 EXPENSE DEDUCTION	767.	SEE THE IRS INSTRUCTIONS			

				Code	Report on
1,	Ordinary business income (loss). You must f income (loss) is passive or nonpassive. Ther follows:	n enter on your return as		Credit for increasing research activities     New markets credit	See the Shareholder's Instructions
		Report on		N Credit for employer social security and Medicare taxes	)
	Passive loss	See the Shareholder's Instructions Schedule E, line 28, column (g)		O Backup withholding	Farm 1040, line 64
	Passive Income Nonpassive Ioss	Schedule E, line 28, calumn (g) Schedule E, line 28, calumn (h)		P Other credits	See the Shareholder's Instructions
	Nonpassive loss	Schedule E, line 28, column (i)	14	Foreign transactions	
2.	Net rental real estate income (loss)	See the Shareholder's Instructions	14.	A Name of country or U.S.	`
3.	Other net rental income (loss)			possession	
٥.	Net income	Schedule E, line 28, column (g)		B Gross income from all sources	Form 1116, Part I
	Net loss	See the Shareholder's Instructions		C Gross income sourced at shareholder	
4.	Interest income	Form 1040, line 8a		level	)
5a.	Ordinary dividends	Form 1040, line 9a		Foreign gross income sourced at corporate level	
5b.	Qualified dividends	Form 1040, line 9b		D Passive	)
6.	Royalties	Schedule E, line 4 Schedule D, line 5, column (f)		E Listed categories	Form 1116, Part I
7. 8a.	Net short-term capital gain (loss) Net long-term capital gain (loss)	Schedule D, line 12, column (f)		F General limitation	J
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4		Deductions allocated and apportioned to shareh	older level
•••	•	(Schedule D Instructions)		G Interest expense	Form 1116, Part I
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions		H Other	Form 1116, Part I
9. 10.	Net section 1231 gain (loss) Other income (loss)	See the Shareholder's Instructions		Deductions allocated and apportioned at corpor	ate level to foreign source
10.				income	ata io voi to voi oigit dour oo
	Code	Con the Chambelded Lockweller		I Passive	)
	A Other portfolio income (toss)  B Involuntary conversions	See the Shareholder's Instructions See the Shareholder's Instructions		J Listed categories	Form 1116, Part I
	C Sec. 1256 contracts & straddles	Form 6781, line 1		K General limitation	)
	D Mining exploration costs recapture	See Pub. 535		Other information	
	E Other income (loss)	See the Shareholder's Instructions		L Total foreign taxes paid	Form 1116, Part II
				M Total foreign taxes accrued	Form 1116, Part II
11.	Section 179 deduction	See the Shareholder's Instructions		N Reduction in taxes available for	Form 1116, line 12
12.	Other deductions			credit O Foreign trading gross receipts	Form 8873
,				P Extraterritorial income exclusion	Form 8873
	A Cash contributions (50%)	<b>ጎ</b>		<ul> <li>Other foreign transactions</li> </ul>	See the Shareholder's Instructions
	B Cash contributions (30%)		15	Alternative minimum tax (AMT) items	
	C Noncash contributions (50%)			A Post-1986 depreciation adjustment	See the
	D Noncash contributions (30%)	See the Shareholder's Instructions		B Adjusted gain or loss	Shareholder's
	E Capital gain property to a 50% organization (30%)			C Depletion (other than oil & gas)	Instructions and
	F Capital gain property (20%)	J		D Oil, gas, & geothermal - gross income	the Instructions for
	G Investment interest expense	Farm 4952, line 1		E Oil, gas, & geothermal - deductions	Form 6251
	H Deductions - royalty income	Schedule E, line 18		F Other AMT items	
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions	16.	Items affecting shareholder basis	
	J Deductions - portfolio (2% floor)	Schedule A, line 22 Schedule A, line 27		A Tax-exempt interest income	Farm 1040, line 8b
	K Deductions - portfolio (other) L Preproductive period expenses	See the Shareholder's Instructions		B Other tax-exempt income	)
	M Commercial revitalization			C Nondeductible expenses D Property distributions	See the Shareholder's Instructions
	deduction from rental real			E Repayment of loans from	ſ
	estate activities	See Form 8582 Instructions		shareholders	)
	N Reforestation expense deduction	See the Shareholder's Instructions			
	O Domestic production activities	See the dialendide 5 instructions	17.	Other information	
	information	See Form 8903 instructions		A Investment income	Form 4952, line 4a
	P Qualified production activities income	Farm 8903, line 7		B Investment expenses C Qualified rehabilitation expenditures	Form 4952, line 5
	Q Employer's W-2 wages	Form 8903, line 13		(other than rental real estate)	See the Shareholder's Instructions
	R Other deductions	See the Shareholder's Instructions		D Basis of energy property	See the Shareholder's Instructions
10	Credits			E Recapture of low-income housing	Form 9613 Bas 0
13.	A Low-income housing credit	5		credit (section 42(j)(5))  F Recapture of low-income housing	Form 8611, line 8
	(section 42(i)(5))	]		credit (other)	Form 8611, line 8
	B Low-income housing credit (other)			G Recapture of investment credit	See Form 4255
	C Qualified rehabilitation	See the Shareholder's Instructions		H Recapture of other credits	See the Shareholder's Instructions
	expenditures (rental real estate)			I Look-back interest - completed	
	D Other rental real estate credits	]		long-term contracts J Look-back interest - income forecast	See Form 8697
	E Other rental credits F Undistributed capital gains credit	Form 1040, line 70; check box a		method	See Form 8866
	G Credit for alcohol used as fuel	)		K Dispositions of property with	)
	H Work apportunity credit	See the Shareholder's Instructions		section 179 deductions	
	Welfare-to-work credit     Disabled seems gradit	Countrie Grialentalder's (IISUUCIONS		L Recapture of section 179 deduction	
	J Disabled access credit K Empowerment zone and renewal	)		M Section 453(I)(3) information N Section 453A(c) information	1
	community employment credit	Farm 8844, line 3		O Section 1260(b) information	
				P Interest allocable to production	See the Shareholder's
				expenditures	Instructions
				Q CCF nonqualified withdrawals	
				Information needed to figure     depletion - oil and gas	
				S Amortization of reforestation	
				costs	
				T Other information	j

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671106

Schedule K-1 (Form 1120S)	2006		Final K-1 Amend		
•	2000	P	art III Shareholder's Share		-
Department of the Treasury Internal Revenue Service		<u> </u>	Deductions, Credits,		
mana novenuo ociviac	For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006		dinary business income (loss)		Credits
	ending DECEMBER 31, 2006	2Ne	et rental real estate income (loss)		
	of Income, Deductions, separate instructions.	3Ot	her net rental income (loss)		
Part I Informat	ion About the Corporation	4In	terest income 84.		
A Corporation's employer id 20-5290314	dentification number	5aOr	dinary dividends		
B Corporation's name, addr	ress, city, state, and ZIP code	5bQı	ialified dividends	14 F	Foreign transactions
LIC HOLDINGS 950 PENINSULA	INC A CORP. CIRCLE, SUITE 3010	6Rd	pyalties		
BOCA RATON, F	FL 33487	7Ne	et short-term capital gain (loss)		
C IRS Center where corpora OGDEN, UT	ation filed return	8aNe	t long-term capital gain (loss)		
D Tax shelter registrat E Check if Form 8271	is attached	8bCc	llectibles (28%) gain (loss)		
		8cUr	recaptured sec 1250 gain		
Part II Informat  F Shareholder's identifying	number	9Ne	t section 1231 gain (loss)		
20-7294143 G Shareholder's name, addr		100t	her income (loss)	15 A	Alternative min tax (AMT) items
MICHAEL BERNS C/O GERALD R	STEIN IRREV TRUST LEWIN, TRUSTEE DRATE BLVD., STE E-300				
H Shareholder's percentage ownership for tax year	e of stock1.200000%				
		11Se	ction 179 deduction	16 I C*	tems affecting shareholder basis 93.
		120t	her deductions		
Only					
For IRS Use Only					
For					
				17 ( A	Other information 84.
				T*	STMT
		$\vdash$			
611271 12-28-06 JWA For Privacy A	Act and Paperwork Reduction Act Notice, see Instructions to	r Form	*See attached statement for 1120S.		itional information. chedule K-1 (Form 1120S) 2006

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Filed: 03/12/2018 Document: 12-9

Case: 17-3595 LIC HOLDINGS INC Pages: 1025 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C				
DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS		
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	93.	SEE FORM 1040 INSTRUCTIONS		
SCHEDULE K-1 OTHER	INFORMATION,	BOX 17, CODE T		
DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS		
TENTATIVE SECTION 179 EXPENSE DEDUCTION	768.	SEE THE IRS INSTRUCTIONS		

	Ordinary business income (loss). You must	first determine whether the		Code	Report on
	ncome (loss) is passive or nonpassive. The			L Credit for increasing research activities	)
	allows:	,		M New markets credit	See the Shareholder's Instructions
		Report on		N Credit for employer social	Y
	Jacob va Lago	See the Shareholder's Instructions		security and Medicare taxes	)
	Passive loss Passive income	Schedule E, line 28, column (g)		O Backup withholding	Form 1040, line 64
	Nonpassive loss	Schedule E, line 28, column (h)		P Other credits	See the Shareholder's Instructions
	Vonpassive income	Schedule E, line 28, column (j)	14.	Foreign transactions	
	Net rental real estate income (loss)	See the Shareholder's Instructions	, , ,	A Name of country or U.S.	`
	Other net rental income (loss)			possession	
	vet income	Schedule E, line 28, column (g)		B Gross income from all sources	Form 1116, Part I
	Vet loss	See the Shareholder's Instructions		C Gross income sourced at shareholder	
4. I	nterest income	Form 1040, line 8a		level	)
5a. (	Ordinary dividends	Form 1040, line 9a		Foreign gross income sourced at corporate level	el
5b. (	Qualified dividends	Form 1040, line 9b		D Passive	<b>`</b>
	Royalties	Schedule E, line 4		E Listed categories	Form 1116, Part I
	let short-term capital gain (loss)	Schedule D, line 5, column (f)		F General limitation	, , , , , , , , , , , , , , , , , , , ,
	Net long-term capital gain (loss)	Schedule D, line 12, column (f) 28% Rate Gain Worksheet, line 4		Deductions allocated and apportioned to share	) holder lovel
8b. (	Collectibles (28%) gain (loss)	(Schedule D Instructions)		G interest expense	Form 1116, Part I
8c. t	Inrecaptured section 1250 gain	See the Shareholder's Instructions		H Other	Form 1116, Part I
	let section 1231 gain (loss)	See the Shareholder's Instructions		50.0	1 din 1 1 10, 1 di 1
10. (	Other income (loss)			Deductions allocated and apportioned at corpo	rate level to foreign source
(	Code			income	
	Other portfolio income (loss)	See the Shareholder's Instructions		I Passive	Farm 1116 Bank
É		See the Shareholder's Instructions		J Listed categories	Form 1116, Part I
	Sec. 1256 contracts & straddles	Form 6781, line 1		K General limitation	)
		See Pub. 535		Other information	
E	Other income (loss)	See the Shareholder's Instructions		L Total foreign taxes paid	Form 1116, Part II
				M Total foreign taxes accrued	Form 1116, Part II
	Sentine 170 deduntine	Can the Chambalder's leady etions		N Reduction in taxes available for	
	Section 179 deduction	See the Shareholder's Instructions		credit	Form 1116, line 12
12. (	Other deductions			O Foreign trading gross receipts	Form 8873
		~		P Extraterritorial income exclusion Q Other foreign transactions	Form 8873 See the Shareholder's Instructions
	Cash contributions (50%)			C Other longitudinsactions	See the shaleholder's instructions
			15.	Alternative minimum tax (AMT) items	_
ì		See the Shareholder's Instructions		A Post-1986 depreciation adjustment	See the
		y See the Shareholder's Instructions		B Adjusted gain or loss	Shareholder's
•	organization (30%)			C Depletion (other than oil & gas)	Instructions and
F		J		D Oil, gas, & geothermal - gross income	the Instructions for
Ċ		Form 4952, line 1		E Oil, gas, & geothermal - deductions	Form 6251
		Schedule E, line 18		F Other AMT items	)
1	Section 59(e)(2) expenditures	See the Shareholder's Instructions	16.	Items affecting shareholder basis	
	Deductions - portfolio (2% floor)	Schedule A, line 22		A Tax-exempt interest income	Form 1040, line 8b
P		Schedule A, line 27		B Other tax-exempt income	`
L		See the Shareholder's Instructions		C Nondeductible expenses	
r	A Commercial revitalization			D Property distributions	See the Shareholder's Instructions
	deduction from rental real	C 0500 (		E Repayment of loans from	
r	estate activities  Reforestation expense	See Form 8582 Instructions		shareholders	,
,	deduction	See the Shareholder's Instructions			
(		Coo tilo citatoriologi d'illa dationo	17.	Other information	
	information	See Form 8903 instructions		A Investment income	Form 4952, line 4a
F	Qualified production activities income	Form 8903, line 7		B Investment expenses	Form 4952, line 5
(	Employer's W-2 wages	Form 8903, line 13		C Qualified rehabilitation expenditures (other than rental real estate)	
F	Other deductions	See the Shareholder's Instructions		D Basis of energy property	See the Shareholder's Instructions See the Shareholder's Instructions
				E Recapture of low-income housing	See the Shaleholder's instructions
13. C	Credits			credit (section 42(j)(5))	Form 8611, line 8
F	Low-income housing credit	)		F Recapture of low-income housing	
	(section 42(j)(5))			credit (other)	Form 8611, line 8
Е	Low-income housing credit (other)			G Recapture of investment credit	See Form 4255
(	Qualified rehabilitation	See the Shareholder's Instructions		H Recapture of other credits	See the Shareholder's Instructions
	expenditures (rental real estate)			Look-back interest - completed	
				long-term contracts	See Form 8697
E		<i>)</i>		J Look-back interest - income forecast method	See Form 8866
F	on and a suprise game or care	Form 1040, line 70; check box a		K Dispositions of property with	3
		]		section 179 deductions	
i		See the Shareholder's Instructions		L Recapture of section 179 deduction	
J		j		M Section 453(I(3) information	
		,		N Section 453A(c) information	
	community employment credit	Form 8844, line 3		O Section 1260(b) information	
				P Interest allocable to production	See the Shareholder's
				expenditures	Instructions
				Q CCF nonqualified withdrawals	I I I I I I I I I I I I I I I I I I I
				R Information needed to figure	
				depletion - oil and gas	
				depletion - oil and gas  S Amortization of reforestation	
				depletion - oil and gas	

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Schedule K-1	2006				-1 OMB No. 1545-0130
(Form 1120S)	2006	LP	art III Shareholder's Share		·
Department of the Treasury			Deductions, Credits,		
Internal Revenue Service	For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006	10	rdinary business income (loss)	13 (	Credits
	ending DECEMBER 31, 2006	2N	et rental real estate income (loss)		
	of Income, Deductions, separate instructions.		ther net rental income (loss)		
	tion About the Corporation		terest income 84.		
A Corporation's employer in 20-5290314			rdinary dividends		
B Corporation's name, add	ress, city, state, and ZIP code	5bQ	ualified dividends	14 F	oreign transactions
LIC HOLDINGS 950 PENINSULA BOCA RATON, H	A CORP. CIRCLE, SUITE 3010		oyalties   		
BOCA RATON, I	: L 33407	/ / / /	et snort-term capital gain (toss)		
C IRS Center where corpora OGDEN, UT	ation filed return	8aN	et long-term capital gain (loss)		
D Tax shelter registra  E Check if Form 8271	tion number, if any is attached	8 <b>b</b> C	ollectibles (28%) gain (loss)		
		8cU	nrecaptured sec 1250 gain		
	tion About the Shareholder	91/	et section 1231 gain (loss)		
F Shareholder's identifying 20-7294216		<b>10</b> 01	I ther income (loss)	1_	Alternative min tax (AMT) items  <13.>
CARLY FRIEDST	ress, city, state and ZIP code PEIN IRREV TRUST LEWIN, TRUSTEE DRATE BLVD., STE E-300 FL 33431			A	(13.)
H Shareholder's percentage ownership for tax year	e of stock	-			
		115	ection 179 deduction	16 I C*	tems affecting shareholder basis
		1201	ther deductions		
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				A	Other information 84.
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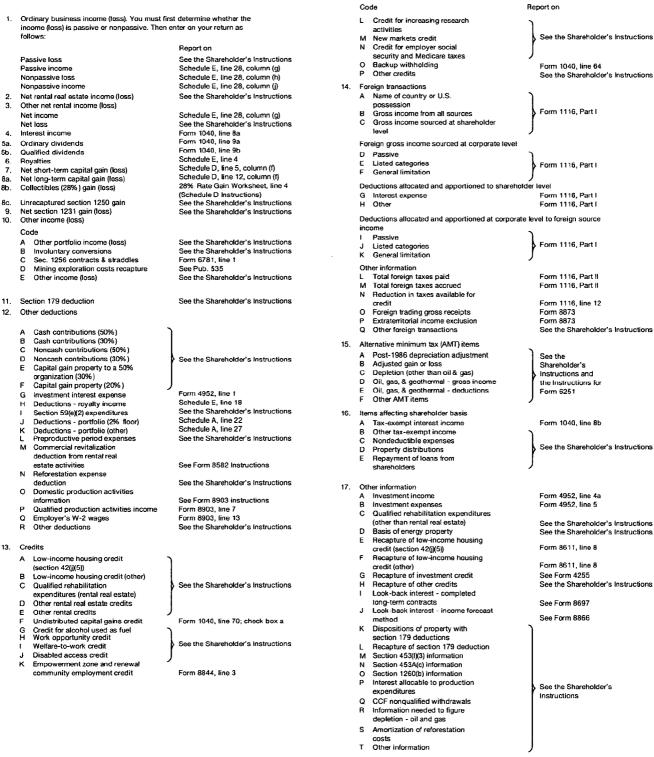
SHAREHOLDER NUMBER 9

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Document: 12-9

Case: 17-3595 LIC HOLDINGS INC Filed: 03/12/2018 Pages: 1025 20-5290314

SCHEDULE K-1 NONDEDUCTIE	BLE EXPENSES, B	OX 16, CODE C
DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES		SEE FORM 1040 INSTRUCTIONS
SCHEDULE K-1 OTHE	R INFORMATION,	BOX 17, CODE T
DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
TENTATIVE SECTION 179 EXPENSE DEDUCTION	767.	SEE THE IRS INSTRUCTIONS



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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

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Schedule K-1	0000		Final K-1 Amen	ded K	-1 OMB No. 1545-0130	
(Form 1120S)	2006	∏P	art III Shareholder's Share			
Department of the Treasury			Deductions, Credits, and Other Items			
Internal Revenue Service	For calendar year 2006, or tax	10	rdinary business income (loss)	13 (	Credits	
	year beginning <b>SEPTEMBER 1, 2006</b>		17,758.	<u> </u>		
	ending DECEMBER 31, 2006	2 N	et rental real estate income (loss)			
Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.			ther net rental income (loss)			
Part I Information About the Corporation		_	terest income 83.			
A Corporation's employer identification number 20-5290314		5a0	rdinary dividends			
B Corporation's name, add	ress, city, state, and ZIP code	5bQ	ualified dividends	14 [	Foreign transactions	
LIC HOLDINGS INC		6R	oyalties			
950 PENINSULA CORP. CIRCLE, SUITE 3010				L		
BOCA RATON, FL 33487		7 N	et short-term capital gain (loss)			
C IRS Center where corpora OGDEN, UT		8a N	et long-term capital gain (loss)			
D Tax shelter registrat  E Check if Form 8271	tion number, if anyis attached	8b Co	ollectibles (28%) gain (loss)			
		8cU	nrecaptured sec 1250 gain			
	tion About the Shareholder	91/	et section 1231 gain (loss)	_		
F Shareholder's identifying 20 – 7294226	number	100	ther income (loss)	15 /	Alternative min tax (AMT) items	
G Shareholder's name, add	ress, city, state and ZIP code	""		A	<12.>	
	IN IRREV TRUST					
	LEWIN, TRUSTEE					
	DRATE BLVD., STE E-300					
BOCA RATON, E	£L 33431	<u> </u>		<u> </u>		
H Shareholder's percentage	a of stock	1		İ	}	
	1.20000%	-		-		
Ownership for tax your	2120000//					
		11Se	ection 179 deduction	16	tems affecting shareholder basis	
				C*	93.	
		120	her deductions			
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				A	83.	
				Т*	STMT	
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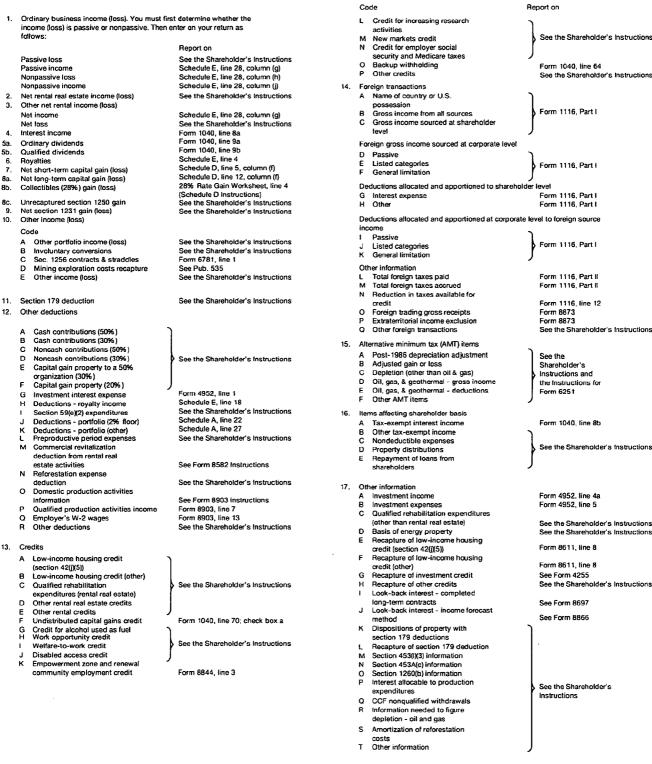
Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 946 of 1000 PageID #:5386

Case: 17-3595 Document: 12-9 LIC HOLDINGS INC

Filed: 03/12/2018

Pages: 1025 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C						
DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS				
EXCLUDED MEALS AND ENTERTAIN EXPENSES		SEE FORM 1040 INSTRUCTIONS				
SCHEDULE K-1	OTHER INFORMATION,	BOX 17, CODE T				
DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS				
TENTATIVE SECTION 179 EXPENSE DEDUCTION		SEE THE IRS INSTRUCTIONS				



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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

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Schedule K-1	0000		Final K-1	Amen	ded K	-1 OMB No. 1545-013
(Form 1120S)	2006	IP.	<u> </u>			rrent Year Income,
Department of the Treasury Internal Revenue Service				luctions, Credits,		
internal nevenue service	For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006	10	rdinary busine: 	17,758.	13 (	Credits 
	ending DECEMBER 31, 2006	2 N	L et rental real es 	state income (loss)		
	e of Income, Deductions, e separate instructions.	30	ther net rental	income (loss)		
[Partil Informa	tion About the Corporation	4In	terest income	84.		
A Corporation's employer 20-5290314	identification number	5a O	rdinary dividen	ds		
B Corporation's name, add	dress, city, state, and ZIP code	5bQ	ualified dividen	ds	14 1	Foreign transactions
LIC HOLDINGS		6R	oyalties			
BOCA RATON,	A CORP. CIRCLE, SUITE 3010 FL 33487	7 N	et short-term o	apital gain (loss)		
C IRS Center where corpor	ration filed return	8a N	L et long-term ca	pital gain (loss)		
	ation number, if any	8b C	ollectibles (28%	%) gain (loss)		
[Part]II] Informa	tion About the Shareholder	8cU	nrecaptured se	c 1250 gain		
F Shareholder's identifying		9 N	et section 123 [.]	l gain (loss)		
20-7294232		1001	ther income (Id	iss)	1	Alternative min tax (AMT) items
	dress, city, state and ZIP code I IRREV TRUST				A	<13.>
C/O GERARD R	LEWIN, TRUSTEE					
	ORATE BLVD., STE E-300					
BOCA RATON,	FL 33431	┝			$\vdash$	
H Shareholder's percentag						
ownership for tax year .	1.200000%					
		11Se	ection 179 ded	uction	16 I C*	tems affecting shareholder basis
		1201	ther deduction	S		
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SHAREHOLDER NUMBER 11

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

LIC HOLDINGS INC 20-5290314

SCHEDULE K-1 NONDEDUCTIBL	LE EXPENSES, BOX 16, CODE C				
DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS			
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	94.	SEE FORM 1040 INSTRUCTIONS			
SCHEDULE K-1 OTHER	INFORMATION,	BOX 17, CODE T			
DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS			
TENTATIVE SECTION 179 EXPENSE DEDUCTION	767.	SEE THE IRS INSTRUCTIONS			

Schedule K-1 (Form 1120S) 2006 Page 2

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

msu	uctions for your income tax return.			Code	Popert on
1.	Ordinary business income (loss). You must fir income (loss) is passive or nonpassive. Then follows:			Code L Credit for increasing research activities M New markets credit	Report on    See the Shareholder's Instructions
	n	Report on		N Credit for employer social security and Medicare taxes	J
	Passive loss Passive income Nonpassive loss Nonpassive income	See the Shareholder's Instructions Schedule E, line 28, column (g) Schedule E, line 28, column (h) Schedule E, line 28, column (j)	14.	O Backup withholding P Other credits Foreign transactions	Form 1040, line 64 See the Shareholder's Instructions
2. 3.	Net rental real estate income (loss) Other net rental income (loss) Net income	See the Shareholder's Instructions Schedule E, line 28, column (g)		A Name of country or U.S.     possession     Gross income from all sources	Form 1116, Part1
4. 5a.	Net loss Interest income Ordinary dividends	See the Shareholder's Instructions Form 1040, line 8a Form 1040, line 9a		Gross income sourced at shareholder level  Foreign gross income sourced at corporate le	vel
5b. 6. 7. 8a.	Qualified dividends Royalties Net short-term capital gain (loss) Net long-term capital gain (loss) Collectibles (28%) gain (loss)	Form 1040, line 9b Schedule E, line 4 Schedule D, line 5, column (f) Schedule D, line 12, column (f) 28% Rate Gain Worksheet, line 4		D Passive E Listed categories F General limitation Deductions allocated and apportioned to sha	Form 1116, Part I
9.	Unrecaptured section 1250 gain Net section 1231 gain (loss)	(Schodule D Instructions) See the Shareholder's Instructions See the Shareholder's Instructions		G Interest expense H Other	Form 1116, Part I Form 1116, Part I
10.	Other income (loss) Code			Deductions allocated and apportioned at corpincome	orate level to foreign source
	A Other portfolio income (loss) B Involuntary conversions C Sec. 1256 contracts & straddles	See the Shareholder's Instructions See the Shareholder's Instructions Form 6781, line 1		Passive     Listed categories     General limitation	Form 1116, Part I
	D Mining exploration costs recapture E Other income (loss)	See Pub. 535 See the Shareholder's Instructions		Other information L Total foreign taxes paid M Total foreign taxes accrued N Reduction in taxes available for	Form 1116, Part II Form 1116, Part II
11. 12.	Section 179 deduction Other deductions	See the Shareholder's Instructions		credit O Foreign trading gross receipts P Extraterritorial income exclusion	Form 1116, line 12 Form 8873 Form 8873 See the Shareholder's Instructions
	A Cash contributions (50%) B Cash contributions (30%) C Noncash contributions (50%) D Noncash contributions (30%) E Capital gain property to a 50% organization (30%) F Capital gain property (20%) G Investment interest expense	See the Shareholder's Instructions  Form 4952, line 1 Schedule E, line 18	15.	Q Other foreign transactions  Alternative minimum tax (AMT) items  A Post-1986 depreciation adjustment  B Adjusted gain or loss  C Depletion (other than oil & gas)  D Oil, gas, & geothermal - gross income  Oil, gas, & geothermal - deductions  F Other AMT items	See the Shareholder's Instructions Shareholder's Instructions and the Instructions for Form 6251
	H Deductions - royalty income Section 59(e)(2) expenditures J Deductions - portfolio (2% floor) C Deductions - portfolio (other) Preproductive period expenses Commercial revitalization	See the Shareholder's Instructions Schedule A, line 22 Schedule A, line 27 See the Shareholder's Instructions	16.	A Tax-exempt interest income B Other tax-exempt income C Nondeductible expenses	Form 1040, line 8b
	deduction from rental real estate activities  N Reforestation expense	See Form 8582 Instructions		D Property distributions E Repayment of loans from shareholders	) coc international a maderial
	deduction O Domestic production activities information P Qualified production activities income C Employer's W-2 wages R Other deductions	See the Shareholder's Instructions See Form 8903 instructions Form 8903, line 7 Form 8903, line 13 See the Shareholder's Instructions	17.	Other information  A Investment income  Investment expenses  C Qualified rehabilitation expenditures (other than rental real estate)  B asis of energy property  E Recapture of low-income housing	Form 4952, line 4a Form 4952, line 5 See the Shareholder's Instructions See the Shareholder's Instructions
13.	Credits  A Low-income housing credit (section 42(j)(5))			credit (section 42(j)(5))  F Recapture of low-income housing credit (other)  G Recapture of investment credit	Form 8611, line 8  Form 8611, line 8  See Form 4255
	B Low-income housing credit (other)     Qualified rehabilitation     expenditures (rental real estate)     Other rental real estate credits	See the Shareholder's Instructions		H Recapture of other credits Look-back interest - completed long-term contracts	See the Shareholder's Instructions See Form 8697
	E Other rental credits F Undistributed capital gains credit G Credit for alcohol used as fuel Work opportunity credit	Form 1040, line 70; check box a		J Look-back interest - income forecast method K Dispositions of property with section 179 deductions	See Form 8866
	Welfare-to-work credit     Disabled access credit     Empowerment zone and renewal     community employment credit	See the Shareholder's Instructions Form 8844, line 3		L Recapture of section 179 deduction M Section 453()(3) information N Section 4534(c) information O Section 1260(b) information	
				P Interest allocable to production expenditures Q CCF nonqualified withdrawals Information needed to figure depletion - oil and gas	See the Shareholder's Instructions
				S Amortization of reforestation costs T Other information	J

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 951 of 1000 PageID #:5391 Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

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Schedule K-1 (Form 1120S)	2006			ded K	
· ·	2000		'art III Shareholder's Share		
Department of the Treasury Internal Revenue Service		<u> </u>	Deductions, Credits,	_	
miema nevenue service	For calendar year 2006, or tax	10	rdinary business income (loss)	13 (	Credits
	year beginning SEPTEMBER 1, 2006		17,757.		
	ending DECEMBER 31, 2006	2 No	et rental real estate income (loss	"	
	of Income, Deductions, separate instructions.	30	ther net rental income (loss)		
Part I Informat	ion About the Corporation		terest income 83.		
A Corporation's employer id 20-5290314	dentification number	5a0i	rdinary dividends		
B Corporation's name, addr	ress, city, state, and ZIP code	5bQ	ualified dividends	141	Foreign transactions
LIC HOLDINGS	INC	6Rd	oyalties		
950 PENINSULA	A CORP. CIRCLE, SUITE 3010				
BOCA RATON, F	FL 33487	7Ne	et short-term capital gain (loss)		
C IRS Center where corpora		8a Ne	et long-term capital gain (loss)		
D Tax shelter registrat  E Check if Form 8271	lion number, if anyis attached	8b Cd	ollectibles (28%) gain (loss)		
		8cUi	nrecaptured sec 1250 gain		
	ion About the Shareholder	9Ne	et section 1231 gain (loss)		
F Shareholder's identifying 20-7294203	number	100	I ther income (loss)	15	Alternative min tax (AMT) items
G Shareholder's name, addr	race city state and 7ID code	100	iller income (1055)	A	
MOLLY SIMON I	· · · · · · · · · · · · · · · · · · ·			Ť	(13.7
l .	LEWIN, TRUSTEE				
	PRATE BLVD., STE E-300			1	
BOCA RATON, F					
	· · · · · · · · · · · · · · · · · · ·	1			
H Shareholder's percentage			-	<u> </u>	
ownership for tax year	1.200000%				
		11Se	L ection 179 deduction		tems affecting shareholder basis
		100	ther deductions	C*	94.
		1200	iner deductions		
Only					
Use Use					
For IRS Use Only					
<b>"</b>		-		17 (	L
				A	83.
				т*	STMT
611271 DMA For Privacy A			*See attached statement f		
12-28-06 JWA For Privacy A	Act and Paperwork Reduction Act Notice, see Instructions fo	r Forn	n 1120S.	S	chedule K-1 (Form 1120S) 2006

SHAREHOLDER NUMBER 12

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 952 of 1000 PageID #:5392

Document: 12-9 Filed: 03/12/2018

Case: 17-3595 LIC HOLDINGS INC Pages: 1025 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C							
DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS					
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	94.	SEE FORM 1040 INSTRUCTIONS					
SCHEDULE K-1 OTHER	INFORMATION,	BOX 17, CODE T					
DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS					
TENTATIVE SECTION 179 EXPENSE DEDUCTION	768.	SEE THE IRS INSTRUCTIONS					

Schedule K-1 (Form 1120S) 2006 Page 2

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.



Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 954 of 1000 PageID #:5394 Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

671106

Schedule K-1	0000		Final K-1 Amend	led K	-1 OMB No. 1545-0130
(Form 1120S)	2006	P	art III. Shareholder's Share	of Cu	rrent Year Income,
Department of the Treasury			Deductions, Credits,	and C	)ther Items
Internal Revenue Service	For calendar year 2006, or tax year beginning SEPTEMBER 1, 2006	10	rdinary business income (loss) 147,980.	13	Credits
	ending DECEMBER 31, 2006	2 N	et rental real estate income (loss)		
	of Income, Deductions, separate instructions.	30	ther net rental income (loss)		
Part I Informat	ion About the Corporation	4In	terest income 697.		
A Corporation's employer id 20-5290314		5a0	rdinary dividends		
B Corporation's name, addr	ress, city, state, and ZIP code	5bQ	ualified dividends	14	Foreign transactions
	CORP. CIRCLE, SUITE 3010	6R	oyalties 		
BOCA RATON, F	rL 33487	7 N	et short-term capital gain (loss)		
C IRS Center where corpora OGDEN, UT	ation filed return	8a N	et long-term capital gain (loss)		
D Tax shelter registrat  E Check if Form 8271		8b C	ollectibles (28%) gain (loss)		
Part II Informat	ion About the Shareholder	8cU	nrecaptured sec 1250 gain		
F Shareholder's identifying		9 N	et section 1231 gain (loss)		
212-54-9407 G Shareholder's name, addr	ress, city, state and ZIP code	100	ther income (loss)	15 / A	Alternative min tax (AMT) items <106.>
   WILLIAM STAN	ISBURY				
6920 CAVIRO I BOYNTON BEACH					
H Shareholder's percentage					
ownership for tax year	10.000000%				
		L	-,	16 I C*	tems affecting shareholder basis 780 .
		1201	ther deductions		
Only					
For IRS Use Only					
For					
				17 ( A	Other information 697.
611271 BAIA For Brivery		<u></u>	*See attached statement fo		
12-28-06 JWA For Privacy A	Act and Paperwork Reduction Act Notice, see Instructions fo	r Form	1120S.	S	chedule K-1 (Form 1120S) 2006

SHAREHOLDER NUMBER 13

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 955 of 1000 PageID #:5395

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

LIC HOLDINGS INC 20-5290314

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION AMOUNT SHAREHOLDER FILING INSTRUCTIONS

EXCLUDED MEALS AND ENTERTAINMENT EXPENSES 780. SEE FORM 1040 INSTRUCTIONS

Schedule K-1 (Form 1120S) 2006 Page 2

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.



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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502

> SIMON & SHIRLEY BERNSTEIN 7020 LIONS HEAD LANE BOCA RATON, FL 33496

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Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 958 of 1000 PageID #:5398 Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

**Caution:** Forms printed from within Adobe Acrobat products may not meet IRS or state taxing agency specifications. When using Acrobat 5.x products, uncheck the "Shrink oversized pages to paper size" and uncheck the "Expand small pages to paper size" options, in the Adobe "Print" dialog. When using Acrobat 6.x and later products versions, select "None" in the "Page Scaling" selection box in the Adobe "Print" dialog.

CLIENT'S COPY

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 959 of 1000 PageID #:5399
Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

-	Тахрауег	Spouse	Married Filing Separate	Married Filing Joint
Total Income	1,309,618.	89,310.	1,398,928.	1,394,357
Less: Adjustments	<del></del>			
Adjusted Gross Income	1,309,618.	89,310.	1,398,928.	1,394,357
Standard/Itemized Deductions	116,311.	104,784.	221,095.	220,250
Exemptions	1,100.	3,300.	4,400.	2,200
Taxable Income	1,192,207.		1,192,207.	1,171,907
Total Tax (regular & AMT)	386,511.	0.	386,511.	353,833
Less: Credits				1,006
Add: Other Taxes				
Less: Earned Income Credit				
Less: Additional child tax credit				
Less: Payments	52,021.	30.	52,051.	52,031
Tax Underpayment/(Overpayment)	334,490.	<30.>	334,460.	300,796

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 960 of 1000 PageID #:5400

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

## **Tax Return Carryovers to 2007**

		LO LOGI			Ama AA =
	N & SHIRLEY BERNSTEIN				371-32-5211
Disallowing Form	Description	Originating Form	Entity/ Activity	St/ City	Amount
1116	PASSIVE INC EXCESS LIMIT FROM 2005	1116			<2,136
1116	PASSIVE INC EXCESS LIMIT FROM 2006	1116			<3,338
1116AMT	PASSIVE INC EXCESS LIMIT FROM 2005	1116 AMT			<7,590
1116AMT	PASSIVE INC EXCESS LIMIT FROM 2006	1116 AMT			<2,743
4952	INVESTMENT INTEREST EXPENSE	SCH A			42,683
4952AMT		SCH A			42,203
8582		SCH E P2	5		6,374
8582AMT	PASSIVE ACTIVITY LOSS - EVERGREEN PRIVATE INVESTMENT FUNDS	SCH E P2	5		6,332

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Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 961 of 1000 PageID #:5401

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025



CLIENT: 4001350.0 OCTOBER 12, 2007

SIMON & SHIRLEY BERNSTEIN 7020 LIONS HEAD LANE BOCA RATON, FL 33496

PROFESSIONAL SERVICES RENDERED IN THE PREPARATION OF YOUR 2006 INDIVIDUAL INCOME TAX RETURNS, INCLUDING:

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 962 of 1000 PageID #:5402 Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

### **Two-Year Comparison Worksheet**

2006

Name(s) as shown on return

SIMON & SHIRLEY BERNSTEIN

2005 Filing Status MARRIED FILING JOINT

Social security number
371-32-5211
2005 Filing Status MARRIED FILING JOINT

2005 Tax Bracket 35.0% 2006 Tax Bracket 35.0% Tax Year Tax Year Increase Description 2005 (Decrease) 2006 WAGES, SALARIES, AND TIPS 420,000. 200,000. <220,000. SCHEDULE B - TAXABLE INTEREST 17,062. 19,508. 2,446. SCHEDULE B - ORDINARY DIVIDENDS 28,684. 24,721. <3,963. 14,628. SCHEDULE B - QUALIFIED DIVIDENDS 14,558. 70. SCHEDULE D (CAPITAL GAIN/LOSS) 190,189. 164,729. <25,460.b FORM 4797 (OTHER GAINS OR LOSSES) <7. 7. 0. SCHEDULE E (RENTAL AND PASSTHROUGH) 762,602. 192,040. 954,642. 2,132. TAXABLE SOCIAL SECURITY BENEFITS 28,625. 30,757. 517,750. TOTAL INCOME 876,607. 1,394,357. ADJUSTED GROSS INCOME 876,607. 1,394,357. 517,750. TAXES 51,507. 32,646. <18,861. 12,554. INTEREST (DEDUCTIBLE) 133,714. 146,268. 48,588. CONTRIBUTIONS 66,165. 17,577. CASUALTY AND THEFT LOSSES 270,000. 0. <270,000.> OTHER MISCELLANEOUS DEDUCTIONS 48. 48. 0. TOTAL ITEMIZED DEDUCTIONS 220,250. 481,889. <261,639.b INCOME BEFORE EXEMPTIONS 394,718. 1,174,107. 779,389. PERSONAL EXEMPTIONS 2,200. 2,200. 0. TAXABLE INCOME 394,718. 1,171,907. 777,189. TAX 77,414. 353,833. 276,419. TAX BEFORE CREDITS 77,414. 353,833. 276,419. 105. 1.006. 901. FORM 1116 (FOREIGN TAX CREDIT) FORM 8907 (NSF CREDIT) <66.b 66. 0. TAX AFTER NON-REFUNDABLE CREDITS 77,243. 352,827. 275,584. TOTAL TAX 77,243. 352,827. 275,584. FEDERAL INCOME TAX WITHHELD 0. 51,991. 51,991. FORM 4868 (EXTENSION REQUEST) 30,000. 0. <30,000.5 40. 40. FEDERAL TELEPHONE EXCISE TAX PAID 0. TOTAL PAYMENTS 30,000. 52,031. 22,031. FORM 2210/2210F (EST. TAX PENALTY) 1,734. 1,734. BALANCE DUE (INCLUDING 2210/2210F) 47,243. 302,530. 255,287. LATE PAYMENT/LATE FILING PEN. & INT. 3,496. 21,333. 17,837. TOTAL DUE AFTER PENALTY & INTEREST 50,739. 323,863. 273,124.

626301/05-01-06

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025



OCTOBER 15, 2007

SIMON & SHIRLEY BERNSTEIN 7020 LIONS HEAD LANE BOCA RATON, FL 33496

DEAR MR. AND MRS. BERNSTEIN:

ENCLOSED ARE THE ORIGINAL AND ONE COPY OF YOUR 2006 INCOME TAX RETURN AND 2007 ESTIMATED TAX VOUCHERS, AS FOLLOWS...

2006 U.S. INDIVIDUAL INCOME TAX RETURN

2007 FEDERAL ESTIMATED TAX VOUCHERS

WE PREPARED THE RETURN FROM INFORMATION YOU FURNISHED US WITHOUT VERIFICATION. UPON EXAMINATION OF THE RETURN BY TAXING AUTHORITIES, REQUESTS MAY BE MADE FOR UNDERLYING DATA. WE THEREFORE RECOMMEND THAT YOU PRESERVE ALL RECORDS WHICH YOU MAY BE CALLED UPON TO PRODUCE IN CONNECTION WITH SUCH POSSIBLE EXAMINATIONS.

PLEASE REVIEW THE RETURN FOR COMPLETENESS AND ACCURACY.

WE HAVE ENCLOSED A MAILING ENVELOPE FOR YOUR CONVENIENCE IN FILING YOUR RETURN.

WE RECOMMEND THAT YOU USE CERTIFIED MAIL WITH POSTMARKED RECEIPTS FOR PROOF OF TIMELY FILING.

WE SINCERELY APPRECIATE THE OPPORTUNITY TO SERVE YOU. PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS CONCERNING THE TAX RETURNS.

PLEASE REVIEW YOUR WITHHOLDING TO DETERMINE YOUR TOTAL ESTIMATED TAX REQUIREMENTS FOR 2006.

EACH ORIGINAL RETURN SHOULD BE SIGNED, DATED AND FILED IN ACCORDANCE WITH THE FILING INSTRUCTIONS. THE COPY SHOULD BE RETAINED FOR YOUR FILES.

SINCERELY,

Tel. (561) 994-5050 Fax (561) 241-0071 Broward (954) 429-8555 Dade (305) 944-3582 Palm Beach (561) 737-0309 www.glcpa.com Ft. Lauderdale Office 1 East Broward Blvd., Suite 700 Ft. Lauderdale, Florida 33301 (reply to Boca address) Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 964 of 1000 PageID #:5404 Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

## 2006 TAX RETURN FILING INSTRUCTIONS

U.S. INDIVIDUAL INCOME TAX RETURN

### FOR THE YEAR ENDING

DECEMBER 31, 2006

Prepared for	SIMON & SHIRLEY BERNSTEIN 7020 LIONS HEAD LANE BOCA RATON, FL 33496
Prepared by	GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502
Amount of tax	Total tax \$ 352,827  Less: payments and credits \$ 52,031  Plus: interest and penalties \$ 23,067  BALANCE DUE \$ 323,863
Overpayment	Miscellaneous Donations \$ 0 Credited to your estimated tax \$ 0 Refunded to you \$ 0
Make check payable to	UNITED STATES TREASURY
Mail tax return and check (if applicable) to	INTERNAL REVENUE SERVICE CENTER P.O. BOX 105017 ATLANTA, GA 30348-5017
Return must be mailed on or before	OCTOBER 15, 2007
Special Instructions	THE RETURN SHOULD BE SIGNED AND DATED.  ALSO ENCLOSE FORM 1040-V AND A CHECK FOR \$323,863. DO NOT ATTACH FORM 1040-V OR YOUR PAYMENT TO YOUR RETURN OR TO EACH OTHER. PLEASE LEAVE FORM 1040-V AND YOUR PAYMENT LOOSE IN THE ENVELOPE.  AS AN ALTERNATIVE MEANS FOR DELIVERY, YOUR RETURNS MAY BE MAILED USING A PRIVATE DELIVERY SERVICE (E.G. FEDEX, UPS, DHL, ETC.). IF YOU CHOOSE TO USE A PRIVATE DELIVERY SERVICE FOR YOUR RETURNS YOU SHOULD MAIL TO THE ADDRESS LISTED BELOW.  MAIL TO - INTERNAL REVENUE SERVICE CENTER 4800 BUFORD HWY.  CHAMBLEE, GA 30341

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 965 of 1000 PageID #:5405
Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Special Instructions

INCLUDE YOUR SOCIAL SECURITY NUMBER, DAYTIME PHONE NUMBER AND THE WORDS "2006 FORM 1040" ON YOUR CHECK.

626351 05-01-06

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 966 of 1000 PageID #:5406
Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

### 2007 ESTIMATED TAX FILING INSTRUCTIONS

U.S. ESTIMATED INDIVIDUAL INCOME TAX

#### FOR THE YEAR ENDING

DECEMBER 31, 2007

Prepared for	SIMON & SHIRLEY BERNSTEIN 7020 LIONS HEAD LANE BOCA RATON, FL 33496
Prepared by	GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502
Amount of tax	Total Estimated Tax \$ 336,120 Less credit from prior year \$ 0 Less amount already paid on 2007 estimate \$ 270,000 Balance due \$ 66,120  Payable in full or in installments as follows:
	No.1
Make check payable to	UNITED STATES TREASURY
Mail voucher and check (if applicable) to	INTERNAL REVENUE SERVICE CENTER P.O. BOX 105225 ATLANTA, GA 30348-5225
Special Instructions	INCLUDE YOUR SOCIAL SECURITY NUMBER AND THE WORDS "2007 FORM 1040-ES" ON YOUR CHECK.  VOUCHERS NEED NOT BE SIGNED.
600001	

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 967 of 1000 PageID #:5407 Filed: 03/12/2018 Case: 17-3595 Document: 12-9 Pages: 1025

2006 Form 1040-V

Department of the Treasury **Internal Revenue Service** 

#### Paperwork Reduction Act Notice.

We ask for the information on Form 1040-V to help us carry out the Internal Revenue laws of the United States. If you use Form 1040-V, you must provide the requested information. Your cooperation will help us ensure that we are collecting the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Internal Revenue Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For the estimated averages, see the instructions for your income tax return. If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

LHA For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. Form 1040-V (2006) **▼** DETACH HERE **▼** . **. . . . . . . . . . . . . . . .** . . . . . . . OMB No. 1545-0074 Department of the Treasury 2006 Form 1040-V Payment Voucher Internal Revenue Service

610681 10-20-06

- ▶ Use this voucher when making a payment with Form 1040
- ▶ Do not staple this voucher or your payment to Form 1040 Make your check or money order payable to the "United States Treasury."
- Write your social security number (SSN) on your check or money order.

SIMON & SHIRLEY BERNSTEIN

P.O. BOX 105017 ATLANTA, GA 30348-5017

1019

Enter the amount

of your payment

Dollars

353 4863

Cents

7020 LIONS HEAD LANE BOCA RATON, FL 33496

371325211 AT BERN 30 0 200612 610

Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 968 of 1000 PageID #:5408

Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

▼ DETACH HERE ▼

Application for Automatic Extension of Time To File U.S. Individual Income Tax Return  For calendar year 2006, or other tax year beginning 2006, ending			OMB No. 1545-0074	
Part I Identific	ation	Part II	Individual Income Tax	
1 Your name(s) SIMON BERNS	TEIN & SHIRLEY BERNSTEIN	5 Total 2	te of total tax liability for 2006 \$	52,021. 52,021. 0.
7020 LIONS	HEAD LANE	7 Amour	nt you are paying	0.
City, town or post office, BOCA RATON,	•		here if you are "out of the country" and a or resident	ı U.S.
2 Your social security num 371-32-52	- ·		here if you file Form 1040NR or 1040NF as an employee subject to U.S. income	

LHA For Privacy Act and Paperwork Reduction Act Notice, see instructions.

Form **4868** (2006)

200	7 Estimated Tax Worksheet	Keep for	Your Records
	4.1		
	Adjusted gross income you expect in 2007 (see instructions)		1
2	<ul> <li>If you plan to itemize deductions, enter the estimated total of your itemized deductions.</li> <li>Caution: If line 1 above is over \$156,400 (\$78,200 if married filing separately), your deduction may be reduced. See Pub. 505 for details.</li> <li>If you do not plan to itemize deductions, enter your standard deduction from page 1.</li> </ul>		2
	- n you do not plan to homize deducations, enter your standard deducation from page 1.		
3	Subtract line 2 from line 1		3
4	Exemptions. Multiply \$3,400 by the number of personal exemptions. Caution: See Pub. 505 to figure	e the amount to enter	
	if line 1 above is over: \$234,600 if married filing jointly or qualifying widow(er); \$195,500 if he	ead of household;	
	\$156,400 if single; or \$117,300 if married filing separately		4
5	Subtract line 4 from line 3		5
6	Tax. Figure your tax on the amount on line 5 by using the 2007 Tax Rate Schedules on page 3. Cautio dividends or a net capital gain, or expect to claim the foreign earned income exclusion or ho see Pub. 505 to figure the tax	II: If you have qualified ousing exclusion,	6
7	Alternative minimum tax from Form 6251		
8	Add lines 6 and 7. Also include any tax from Form 4972 and Form 8814 and any recapture of education	n credits	8
9	Credits (see instructions). <b>Do not</b> include any income tax withholding on this line		9
10	Subtract line 9 from line 8. If zero or less, enter -0-		10
	Self-employment tax. Estimate of 2007 net earnings from self-employment \$		
''	or less, multiply the amount by 15.3%; if more than \$97,500, multiply the amount by 2.9%, add \$12,0		
	and enter the total. Caution: If you also have wages subject to social security tax, see Pub. 505	to figure the	
	amount to enter		11
12	Other taxes (see instructions)		12
13a	Add lines 10 through 12		13a
b	Earned income credit, additional child tax credit, and credits from Form 4136 and Form 8885		13b
c	Total 2007 estimated tax. Subtract line 13b from line 13a. If zero or less, enter -0-		13c
14a	Multiply line 13c by 90% (66 2/3% for farmers and fishermen)	14a	
	Enter the tax shown on your 2006 tax return (110% of that amount if you are not a farmer or		1
	fisherman and the adjusted gross income shown on that return is more than \$150,000		
		146	
C	Required annual payment to avoid a penalty. Enter the smaller of line 14a or 14b	<b>.</b>	14c
	Caution: Generally, if you do not prepay (through income tax withholding and estimated tax amount on line 14c, you may owe a penalty for not paying enough estimated tax. To avoid a your estimate on line 13c is as accurate as possible. Even if you pay the required annual pay owe tax when you file your return. If you prefer, you can pay the amount shown on line 13c. Pub. 505.	penalty, make sure ment, you may still	
15	Income tax withheld and estimated to be withheld during 2007 (including income tax withholding on pe	nsions,	
	annuities, certain deferred income, etc.)  Subtract line 15 from line 14c.  ADJUSTED TO:		15
16a	Subtract line 15 from line 14c. ADJUSTED TO:	16a   336,120.	
	Is the result zero or less?		
	Yes. Stop here. You are not required to make estimated tax payments.		
	No. Go to line 16b.		
b	Subtract line 15 from line 13c.	16b	]
	Is the result less than \$1,000?		
	Yes. Stop here. You are not required to make estimated tax payments.		
	No. Go to line 17 to figure your required payment.		
	If the first payment you are required to make is due April 16, 2007, enter 1/4 of line 16a (minus any 200		
	are applying to this installment) here, and on your estimated tax payment voucher(s) if you are paying b	y check or money order.	1

610401 01-02-07

(Note: Household employers, see instructions.)

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025 Department of the Treasury Internal Revenue Service Voucher Calendar year - Due April 16, 2007 File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the "United States Treasury." Write your social security number and "2007 Form 1040-ES" on your check or money order. Amount of estimated tax you are paying by check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher. Your first name and initial Your social security number If joint payment, complete for spouse Spouse's first name and initial Spouse's last name Spouse's social security number Address (number, street, and apt. no.) City, state, and ZIP code (If a foreign address, enter city, province or state, postal code, and country.) LHA For Privacy Act and Paperwork Reduction Act Notice, see instructions on page 5. ---- CUT HERE 1040-ES Payment 9 Department of the Treasury Internal Revenue Service Voucher **4** OMB No. 1545-0074 Calendar year - Due June 15, 2007 File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the "United States Treasury." Write your social security number and "2007 Form 1040-ES" on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher. Amount of estimated tax you are paying by check or money order. Your first name and initial Your last name Your social security number If joint payment, complete for spouse Spouse's first name and initial Spouse's last name Spouse's social security number þ Address (number, street, and apt. no.)

**CUT HERE** 

City, state, and ZIP code (If a foreign address, enter city, province or state, postal code, and country.)

LHA For Privacy Act and Paperwork Reduction Act Notice, see instructions on page 5.

610411 01-02-07 Case: 1:13-cv-03643 Document #: 258-1 Filed: 08/27/16 Page 971 of 1000 PageID #:5411 Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

			CUT HERE	. <b></b>			
Form	1040-ES Department of the Treasury Internal Revenue Service	2007	Payment <b>3</b> Voucher		OMB No. 1545-0074		
File	only if you are making a payme	nt of estimated	tax by check or money order. Mail this		r - Due Sept. 17, 2007		
vou	cher with your check or money	order payable:	to the "United States Treasury." Write		mated tax you are paying		
	ur social security number and "2007 Form 1040-ES" on your check or money order.  not send cash. Enclose, but do not staple or attach, your payment with this voucher.  by check or money order.  money order.		\$				
Г	Your first name and initial		Your last name		Your social security number		
ı	If init normant complete for	anauna					
type	If joint payment, complete for Spouse's first name and initia	spouse	T Spouse's last name		Spouse's social security number		
ģ	Spouse o mat name and mala	u	Spould o lab. Haill		Species of Scotting Frances		
Print or	Address (number, street, and	apt. no.)	<u> </u>	· · · · · · · · · · · · · · · · · · ·			
_		foreign addres	s, enter city, province or state, postal code, ar	nd country.)			
		_					
LH/	A For Privacy Act and Paperw	ork Reduction	Act Notice, see instructions on page 5.				
	· 		CUT HERE				
۶	1040-ES						
Form	Department of the Treasury	2007	Payment 4 Voucher				
	Internal Revenue Service	_001	voucner T		OMB No. 1545-0074		
			tax by check or money order. Mail this		r - Due Jan. 15, 2008		
			to the "United States Treasury." Write 0-ES" on your check or money order.	Amount of est	mated tax you are paying		
			tach, your payment with this voucher.	money order.			
_	, , , , , , , , , , , , , , , , , , ,	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			\$ 66,120.		
l	Your first name and initial		Your last name		Your social security number		
1	SIMON		BERNSTEIN		371-32-5211		
ي ا	If joint payment, complete for		Spouse's last name		Spouse's social security number		
type	Spouse's first name and initia	ll .	Spouse's last hame		347-30-9749		
lъ	SHIRLEY		BERNSTEIN	BERNSTEIN			
Print	Address (number, street, and apt. no.)						
-	7020 LIONS HEA	AD LANE					
			s, enter city, province or state, postal code, ar	nd country.)			
L	BOCA RATON, FI	L 33496					
IL	A For Privacy Act and Paper	work Reductio	n Act Notice, see instructions on page 5.				

CUT HERE

610421

<b>§</b> 104	Ű۴	J.	'ENSION GRANTED I.S. Individual Income T	TO 10/ ax Retur	15/07 <b>200</b> 6	(99)	IRS Use Only - Do n	ot write o	r staple in this space.	
Label	_		year Jan. 1-Dec. 31, 2006, or other tax ye			i, ending	,20	T	OIVIB NO. 1545-0074	4
	l. F	You	r first name and initial		Last name		·	T	Your social security number	er
(See instructions	A B	SI	MON		BERNSTE	IN			371 32 52	11
on page 16.)	E	If a	joint return, spouse's first name an	d initial	Last name			:	Spouse's social security no	
Use the IRS L SHIRLEY BERNSTEIN				<u> </u>		347 30 974	49			
label. Otherwise,			ne address (number and street). If y		O. box, see page 16.		Apt n	0.	You must enter	
please print			20 LIONS HEAD L						▲ your SSN(s) abov	
or type.			town or post office, state, and ZIP code. ICA RATON, FL 3		reign address, see page 16.				Checking a box below will change your tax or refund.	
Presidential   Election Cam	paign	-	Check here if you, or your		ing jointly, want \$3 to c	o to this fu	nd (see page 16)			oouse
		1	Single		3,,				ng person). If the qualif	
Filing State	us	2 [	X Married filing jointly (even if o	nly one had i	ncome)				endent, enter this chile	
Check only		3 [	Married filing separately. Ente				e here. 🕨			
one box.			and full name here. 🕨			5 🔲 Qua	lifying widow(er) with	depend	lent child (see page 17	
Exemption	s		Yourself. If someone can clai						Boxes checked on 6a and 6b	2
	•		X Spouse	·····			Dependent's	(4) V IT QUE	No. of children an 6c who:	
			Dependents:  1) First name Last	name	(2) Dependent's social security number		elationship to	(4)√ IT qua ing child child tax cr	[109]	
			Tyrust name Last	Tiarrie		+	you	(see page	you due to divorce or separation	
		-		-	<u> </u>				(see page 20)	
If more than fou	r	-	- w1		<u> </u>				Dependents on 6c not entered above	
dependents, see page 19.		_			: :				Add numbers	
		ď	Total number of exemptions claim	ed					on lines	2
Income		7	Wages, salaries, tips, etc. Attach Fe	orm(s) W-2				7	200,00	
Attach Form(s)			Taxable interest. Attach Schedule	B if required			10 200	8a	19,50	08.
W-2 here. Also		b	Tax-exempt interest. Do not include	le on line 8a		8b	19,299		24 7	21
attach Forms W-2G and			Ordinary dividends. Attach Schedu	le B it require	ed		1/ 628	9a	24,73	21.
1099-R if tax	1	D 0	Qualified dividends (see page 23) Taxable refunds, credits, or offsets	of ctate and	Incal income taxes	90	14,020	10		
was withheld.		1	Alimony received							
			Business income or (loss). Attach	Schedule C o	r C-EZ			12		
If you did not get a W-2,	1		Capital gain or (loss). Attach Schei					13	164,72	29.
see page 23.	1	4	Other gains or (losses). Attach For				*********************	14		
England but do	1		IRA distributions				mount			
Enclose, but do not attach, any			Pensions and annuities				mount		054.6	40
payment. Also,			Rental real estate, royalties, partne						954,64	42.
please use Form 1040-V.			Farm income or (loss). Attach Sch							
		Da Da	Unemployment compensation Social security benefits	I 20a I	36,185.	h Tavahla ar		20b	30,75	57.
			Other income. List type and amour			D Taxable at	nount (see page 27)	1774		<del></del>
	_				·,			21	2	
	2	2	Add the amounts in the far right co	lumn for line:	s 7 through 21. This is you	ır total incor	ne ▶	22	1,394,35	57.
	2	3	Archer MSA deduction. Attach Fort Certain business expenses of reservists, officials. Attach Form 2106 or 2106-EZ	n 8853	ato and fac basis as assessment	23		197		
Adjusted	2						_	48.73		
Gross	2		Health savings account deduction.					$\dashv :$		
Income	2		Moving expenses. Attach Form 39			26		+		
	2 2		One-half of self-employment tax. A Self-employed SEP, SIMPLE, and of			27		$\exists x_i$		
	2		Self-employed health insurance de			29		$\dashv ::$		
	3		Penalty on early withdrawal of savi			30		$\dashv$		
	3	1a	Alimony paid b Recipient's SSN	<b>&gt;</b>		31a		7 7		
	3	2	IRA deduction (see page 31)			32				
	3	3	Student loan interest deduction (se	e page 33)						
	3		Jury duty pay you gave to your em							
	3		Domestic production activities ded					er.		
610001	3		Add lines 23 through 31a and 32 th					36	1 204 25	<del></del>
03-19-07 LHA For Disc	3 closur		Subtract line 36 from line 22. This Privacy Act, and Paperwork Re				<b>&gt;</b>	37	1,394,35	

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

Form 1040 (2006)	S	IMON & SHIRLEY BERNSTEIN	371-32-5211		Page 2
Tax and	38	Amount from line 37 (adjusted gross income)		38	1,394,357.
Credits	39a	Check \( \sum \overline{\mathbb{X}} \) You were born before January 2, 1942, \( \sum \overline{\mathbb{B}} \) Blind. \( \)			
Standard Deduction for -		if: X Spouse was born before January 2, 1942, Blind.	checked ► 39a 2	J	
People who	_ b	If your spouse itemizes on a separate return or you were a dual-status alien, see page 34 and	check here > 39b		
checked any box on line 39a	40	Itemized deductions (from Schedule A) or your standard deduction (see left n	nargin)	40	220,250.
or 39b <b>01</b> who can be claimed	41	Subtract line 40 from line 38		41	1,174,107.
as a dependent.	42	If line 38 is over \$112,875, or you provided housing to a person displaced by He	urricane Katrina,		
		see page 36. Otherwise, multiply \$3,300 by the total number of exemptions clair	med on line 6d	42	2,200.
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, et		43	1,171,907.
All others: Single or	44	Tax. Check if any tax is from: a Form(s) 8814 b Form 4972		44	353,833.
Married filing	45	Alternative minimum tax. Attach Form 6251		45	0.
separately, \$5,150	46	Add lines 44 and 45		46	353,833.
Married filing	47	Foreign tax credit. Attach Form 1116 if required		4	
jointly or Qualifying	48	Credit for child and dependent care expenses. Attach Form 2441		4	
widaw(er), \$10,300	49	Credit for the elderly or the disabled. Attach Schedule R		4	
Head of	50	Education credits. Attach Form 8863		4	
household,	51	Retirement savings contributions credit. Attach Form 8880		4	
\$7,550		Residential energy credits. Attach Form 5695		4.	
	53	Child tax credit (see page 42). Attach Form 8901 if required		4	
	54	Credits from: a Form 8396 b Form 8839 c Form 8859	54	-	
	55	Other credits: a Form 3800 b Form 8801 c Form	55		1 006
	56	Add lines 47 through 55. These are your total credits		56	1,006. 352,827.
	57	Subtract line 56 from line 46. If line 56 is more than line 46, enter -0-		57 58	352,627.
Other	58	Self-employment tax. Attach Schedule SE		59	
Taxes	59 60	Social security and Medicare tax on tip income not reported to employer. Attach Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if		60	
	61	Advance earned income credit payments from Form(s) W-2, box 9	•	61	
	62	Household employment taxes. Attach Schedule H		62	
	63	Add lines 57 through 62. This is your total tax		63	352,827.
Payments		Federal income tax withheld from Forms W-2 and 1099	64 51,991.		STATEMENT 6
. dymonic		2006 estimated tax payments and amount applied from 2005 return		1	
If you have		Earned income credit (EIC)		1	
a qualifying child, attach	_	Nontaxable combat pay election   66b		1	
Schedule EIC.	67		67		
	68	Additional child tax credit. Attach Form 8812		1	
	69	Amount paid with request for extension to file (see page 60)	69	7	
	70	Payments from: a Form 2439 b Form 4136 c Form 8885	70	1	
	71	Credit for federal telephone excise tax paid. Attach Form 8913 if required	71 40.		
	72	Add lines 64, 65, 66a, and 67 through 71. These are your total payments		72	52,031.
Refund	73	If line 72 is more than line 63, subtract line 63 from line 72. This is the amount y	ou <b>overpaid</b>	73	
Direct deposit? See page 61	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check he	ere	74a	
and fill in 74b, 74c, and 74d,		number C Type: Checking Savings D d number		_	
or Form 8888.		Amount of line 73 you want applied to your 2007 estimated tax	75	ļ	200 520
Amount		Amount you owe. Subtract line 72 from line 63. For details on how to pay, see p		76	302,530.
You Owe Third Part	77	Estimated tax penalty (see page 62)	1,734.		
Designee		o you want to allow another person to discuss this return with the IRS (see page signers > PREPARER Phone Phone	63)? X Yes. Complete the f	Person	al identification
		me FREPAREK  no. Inc.  r penalties of perjury, I declare that I have examined this return and accompanying schedules are	nd statements, and to the best of my kno	numbe	(PIN)
Sign Here	and c	omplete. Declaration of preparer (other than taxpayer) is based on all information of which preparer (other than taxpayer) is based on all information of which preparer (other than taxpayer) is based on all information of which preparer (other than taxpayer) is based on all information of which preparer (other than taxpayer) is based on all information of which preparer (other than taxpayer) is based on all information of which preparer (other than taxpayer) is based on all information of which preparer (other than taxpayer) is based on all information of which preparer (other than taxpayer) is based on all information of which preparer (other than taxpayer) is based on all information of which preparer (other than taxpayer) is based on all information of which preparer (other than taxpayer) is based on all information of which preparer (other than taxpayer) is based on all information of which preparer (other than taxpayer) is based on all information of which preparer (other than taxpayer) is based on all information of which preparer (other than taxpayer) is based on all information of the preparer (other than taxpayer) is based on all information of the preparer (other than taxpayer) is based on all information of the preparer (other than taxpayer) is based on all information of the preparer (other than taxpayer) is based on all information of the preparer (other than taxpayer) is based on all information of the preparer (other than taxpayer) is based on all information of the preparer (other than taxpayer) is based on all information of the preparer (other than taxpayer) is based on all information of the preparer (other than taxpayer) is based on all information of the preparer (other than taxpayer) is based on all information of the preparer (other than taxpayer) is based on all information of the preparer (other than taxpayer) is based on all information of the preparer (other than taxpayer) is based on the preparer (other than taxpayer) is based on the preparer (other than taxpayer) is based on the pre	arer has any knowledge.		time phone number
Joint return?		EXECUT			
See page 17. Keep a copy	•	Spouse's signature. If a joint return, <b>Both</b> must sign. Date Spouse's occup		+	
for your records.		INSURAI	NCE		
Paid	Prepa		Date Check if self-	Prepar	er's SSN or PTIN
Preparer's	signa	ture	employed	P	00127193
Use Only		name (or GOLDSTEIN LEWIN & CO.	EIN	5	9 2147155
610002	yours		FE E-300 Phon	e no.( 5	61)994-5050
610002 11-07-06		P code BOCA RATON, FL 33431-8502			
		** INTEREST NOT INCLUDED			12,309.
		** PENALTY NOT INCLUDED			9,024.
			++++ mo=== ====		202 062
			**** TOTAL DUE		323,863.

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Form **2210** 

## **Underpayment of Estimated Tax by Individuals, Estates, and Trusts**

➤ See separate instructions.

2006

OMB No.1545-0140

Department of the Treasury Internal Revenue Service

► Attach to Form 1040, 1040A, 1040NR, 1040NR-EZ, or 1041.

Attachment Sequence No. 06

Name(s) shown on tax return

Identifying number

SIMON & SHIRLEY BERNSTEIN

371-32-5211

### Do You Have To File Form 2210?

Complete lines 1 through 7 below. Is line 7 less than \$1,000?	Yes Do not file Form 2210. You do not	awa a panaltu				
Complete lines 1 through 7 below. Is line 7 less than \$1,000?	l owe a penalty.					
No						
Complete lines 8 and 9 below. Is line 6 equal to or more	Yes You do not owe a penalty. Do not	file Form 2210 (but if box				
than line 9?	than line 9?  E below applies, you must file page					
⊥ No						
You may owe a penalty. Does any box in Part II below apply?	x B, C, or D apply?					
Tournay owe a penalty. Does any box in Part ii below apply?	k b, c, or b apply?					
No	No Yes Yo	u must figure your penalty.				
<u> </u>	<b>★</b>					
Do not file Form 2210. You are not required to figure your	You are not required to figure your					
penalty because the IRS will figure it and send you a bill for any unpaid amount. If you want to figure it, you may use Part III or	figure it and send you a bill for any figure it, you may use Part III or Par					
Part IV as a worksheet and enter your penalty amount on your tax	your penalty amount on your tax re					
return, but do not file Form 2210.	Form 2210.					
Part I Required Annual Payment (see page 2 of the in	nstructions)					
1 Enter your 2006 tax after credits from Form 1040, line 57 (or comparable	e line of your return)	1 352,827.				
2 Other taxes, including self-employment tax (see page 3 of the instruction	ns)	2				
3 Refundable credits. Enter the total of your earned income credit, addition	al child tax credit, credit for federal tax paid					
on fuels, and health coverage tax credit		3 (				
4 Current year tax. Combine lines 1, 2, and 3. If less than \$1,000, see page		4 352,827.				
5 Multiply line 4 by 90% (.90)						
6 Withholding taxes. Do not include estimated tax payments. See page 3 o		6 51,991.				
7 Subtract line 6 from line 4. If less than \$1,000, you do not owe a penalty,		7 300,836.				
8 Maximum required annual payment based on prior year's tax (see page		8 84,967.				
9 Required annual payment. Enter the smaller of line 5 or line 8	L	9 84,967.				
Next: Is line 9 more than line 6?						
No. You do not owe a penalty. Do not file Form 2210 unless box Et	• •					
X Yes. You may owe a penalty, but do not file Form 2210 unless one	· ·					
<ul> <li>If box B, C, or D applies, you must figure your penalty and file Form 2010</li> </ul>						
<ul> <li>If only box A or E (or both) applies, file only page 1 of Form 2210 will figure it and send you a bill for any unpaid amount. If you want t</li> </ul>						
as a worksheet and enter your penalty on your tax return, but file or						
Part II Reasons for Filing. Check applicable boxes. If none	apply, do not file Form 2210.					
A You request a waiver (see page 2 of the instructions) of your entire	penalty. You must check this box and file page 1 of Form	1 2210,				
but you are not required to figure your penalty.						
B You request a waiver (see page 2 of the instructions) of part of your	r penalty. You must figure your penalty and waiver amou	nt and				
file Form 2210.						
C Your income varied during the year and your penalty is reduced or eliminated when figured using the annualized income installment						
method. You must figure the penalty using Schedule Al and file Form 2210.						
= real periods, to real many man and by a sealing the real model in the	D Your penalty is lower when figured by treating the federal income tax withheld from your wages as paid on the dates it was actually					
withheld, instead of in equal amounts on the payment due dates. Yo						
You filed or are filing a joint return for either 2005 or 2006, but not fi		ve. You				
must file page 1 of Form 2210, but you are not required to figure you	ur penaity (unless box <b>B, C,</b> or <b>D</b> applies).					

LHA For Paperwork Reduction Act Notice, see page 7 of separate instructions.

Form 2210 (2006)

Form 2210 (2006) Page 2

### Part III Short Method

You may use the short method if:

- You made no estimated tax payments (or your only payments were withheld federal income tax), or
- You paid estimated tax in equal amounts on your due dates.

TIP file

You do not need to file Form 2210 unless you checked a box in Part II on page 1. You must use the regular method (Part IV) instead of the short method if:

- You made any estimated tax payments late,
- You checked box C or D in Part II, or
- You are filing Form 1040NR or 1040NR-EZ and you did not receive wages as an employee subject to U.S. income tax withholding.

**Note:** If any payment was made earlier than the due date, you may use the short method, but using it may cause you to pay a larger penalty than the regular method. If the payment was only a few days early, the difference is likely to be small.

10	Enter the amount from Form 2210, line 9	10	84,967.
11	Enter the amount, if any, from Form 2210, line 6		
12	Enter the total amount, if any, of estimated tax payments you made 12		
13	Add lines 11 and 12	13	51,991.
14	Total underpayment for year. Subtract line 13 from line 10. If zero or less, stop here; you do not owe the penalty.  Do not file Form 2210 unless you checked box E on page 1	14	32,976.
15	Multiply line 14 by .05258 (use the factor shown in the instructions if you are eligible for Hurricane Katrina relief)	15	1,734.
16	<ul> <li>If the amount on line 14 was paid on or after 4/15/07, enter -0</li> <li>If the amount on line 14 was paid before 4/15/07, make the following computation to find the amount to enter on line 16.</li> </ul>		
	Amount on Number of days paid line 14 × before 4/15/07 ^x .00022	16	0.
17	Penalty. Subtract line 16 from line 15. Enter the result here and on Form 1040, line 77; Form 1040A, line 48; Form 1040NR, line 75; Form 1040NR-EZ, line 27; or Form 1041, line 26	17	1,734.

Form **2210** (2006)

<b>SCHEDULES</b>	A&B
(Form 1040)	

# **Schedule A - Itemized Deductions**

OMB No. 1545-0074
2006
Attachment Sequence No 07

Department of the Tr	easury	(Schedule B is on page 2)	4	040)		Attachment
Internal Revenue Ser Name(s) shown on Fo	vice	(99) Attach to Form 1040. See Instructions for Schedules A&B (Fo	rm 1		our soci	Sequence No. 07
riama(o, on o m		•				
SIMON &	SH	IRLEY BERNSTEIN			371	32 5211
Medical		Caution. Do not include expenses reimbursed or paid by others.	П	· · · · · · · · · · · · · · · · · · ·		
and	1	Medical and dental expenses (see page A-1) SEE STATEMENT 13	11	2,9	41.	
Dental	2	Enter amount from Form 1040, line 38 2 1, 394, 357.	П			İ
Expenses	3	Multiply line 2 by 7.5% (.075)	3	104,5	77.	
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-			4	0.
Taxes You	5	State and local income taxes SEE STATEMENT 15 ST	5	2,1	37.	
Paid	6	Real estate taxes (see page A-3)	6	29,5	07.	•
(See	7	Personal property taxes	7			•
page A-3.)	8	Other taxes. List type and amount	П			·
	1	FL INTANGIBLE 1,002.				
	·		8	1,0	02.	
	9	Add lines 5 through 8			9	32,646.
Interest	10	Home mortgage interest and points reported to you on Form 1098 STMT 11	10	83,5	04.	
You Paid	11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see page A-3 and show that person's name,	П			İ
(See		identifying no., and address				
page A-3.)	1	<b>-</b>				
Note.			11			
Personal interest is	12	Points not reported to you on Form 1098. STMT 9	12	1,7	84.	
not	13	Investment interest. Attach Form 4952 if required. (See page A-4.) STMT 12	13	60,9	80.	•
deductible.	14	Add lines 10 through 13			14	146,268.
Gifts to	15	Add lines 10 through 13  Gifts by cash or check. SEE STATEMENT 10	15	55,6	75.	
Charity		Other than by cash or check. If any gift of \$250 or more, see page A-5.	П			
If you made a		You must attach Form 8283 if over \$500	16	10,4	90.	
gift and got a benefit for it.	17	Carryover from prior year	17			
see page A-4.		Add lines 15 through 17			18	66,165.
Casualty and						
Theft Losses	19	Casualty or theft loss(es). Attach Form 4684. (See page A-6.).			19	
Job Expenses	20	Unreimbursed employee expenses - job travel, union dues, job education, etc.				
and Certain Miscellaneous		Attach Form 2106 or 2106-EZ if required. (See page A-6.)				
Deductions	ı				ŀ	
			20			
		Tax preparation fees	21			
		Other expenses - investment, safe deposit box, etc. List type and amount				
(See	)	►WACHOVIA BANK 8,778.			1	
page A-6.)		FROM K-1 - EVERGREEN				
		PRIVATE INVESTMENT FUNDS 634.	22	9,4	12.	
	23	Add lines 20 through 22  Enter amount from Form 1040, line 38  [24]1,394,357.	23	9,4	12.	
	24	Enter amount from Form 1040, line 38		0.5		
	25	Multiply line 24 by 2% (.02)	25	27,8	_	•
	26	Subtract line 25 from line 23. If line 25 is more than line 23, enter -0-			26	0.
Other Miscellaneous		Other - from list on page A-7. List type and amount			1	
Deductions		►FROM K-1 - EVERGREEN PRIVATE			-1	
		INVESTMENTS FUNDS		48	<u>•</u>	
					-	40
Total	20	le Form 1040 line 29 over \$150 500 /over \$75 050 if married \$150 and \$150			27	48.
Itemized	28	Is Form 1040, line 38, over \$150,500 (over \$75,250 if married filing separately)?  No. Your deduction is not limited. Add the amounts in the far right column	١			
Deductions		for lines 4 through 27. Also, enter this amount on Form 1040, line 40.	gr	ГМТ 14 <b>&gt;</b>	28	220,250.
2000010113		X Yes. Your deduction may be limited. See page A-7 for the amount to enter.	] ".	******* <b>*</b>	120	220,230+
	29	If you elect to itemize deductions even though they are less than your standard deduction, chec	- k here	· ▶	1	!

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Schedules A&B (Form 1040) 2006 OMB No. 1545-0074 Name(s) shown on Form 1040. Do not enter name and social security number if shown on page 1. Your social security number SIMON & SHIRLEY BERNSTEIN 371 32 5211 Attachment Sequence No. 08 Schedule B - Interest and Ordinary Dividends Part I Amount 1 List name of payer. If any interest is from a seller-financed mortgage and the buyer used the Interest property as a personal residence, see page B-1 and list this interest first. Also, show that buyer's social security number and address 14,560. BANK OF AMERICA BANK OF AMERICA 175. PERSHING LLC (213) 41. 37. Note. If you PERSHING LLC received a Form 813. WACHOVIA BANK NA 1099-INT,  $\overline{331}$ . Form 1099-OID. WACHOVIA BANK NA or substitute FROM K-1 - EVERGREEN PRIVATE INVESTMENTS FUNDS 640. statement from FROM K-1 - EVERGREEN PRIVATE INVESTMENT FUNDS  $\overline{612}$ . a brokerage firm, list the firm's FROM K-1 - LIC HOLDINGS INC 2,299. name as the payer and enter the total interest shown on that form. 19,508. 2 Add the amounts on line 1 Excludable interest on series EE and I U.S. savings bonds issued after 1989. Subtract line 3 from line 2. Enter the result here and on Form 1040, line 8a 19,508. 4 Note. If line 4 is over \$1,500, you must complete Part III Amount Part II List name of payer 19,161. **Ordinary** WACHOVIA BANK NA (1773) PERSHING LLC (17) 5,325. **Dividends** (213) PERSHING LLC 92. PERSHING LLC (221) 140. FROM K-1 EVERGREEN PRIVATE INVESTMENTS FUNDS Note: If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's 5 name as the payer and enter the ordinary dividends shown on that form. 24,721. Add the amounts on line 5. Enter the total here and on Form 1040, line 9a 6 Note. If line 6 is over \$1,500, you must complete Part III. Part III You must complete this part if you **(a)** had over \$1,500 of taxable interest or ordinary dividends; or **(b)** had a foreign Yes No Foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust. **Accounts** 7a At any time during 2006, did you have an interest in or a signature or other authority over a financial X and account in a foreign country, such as a bank account, securities account, or other financial account? **Trusts b** If "Yes," enter the name of the foreign country 8 During 2006, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? 627501 11-10-06 If "Yes," you may have to file Form 3520. See page B-2 X LHA For Paperwork Reduction Act Notice, see Form 1040 instructions. Schedule B (Form 1040) 2006

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**SCHEDULE D** 

(Form 1040)

# **Capital Gains and Losses**

Department of the Treasury Internal Revenue Service (99)  Attach to Form 1040 o Name(s) shown on return	r Form 1040NR.	➤ See Inst	uctio	ns for Schedule D (F	•	:	Attachment Sequence No. 12 I security number
SIMON & SHIRLEY BERNSTEIN						371	32 5211
Part I Short-Term Capital Gains and	Losses - Asse	ts Held On	e Ye	ar or Less			
(a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(C) Date so (Mo., day, y		(d) Sales price	(e) Cost other bas		(f) Gain or (loss) Subtract (e) from (d)
1TRANSACTIONS W/WACHOVIA (1773)	VARIOUS	VARIOU	<b>s</b>	40,178.	37,8	129.	2,349.
2 Enter your short-term totals, if any, from Scher	dule D-1, line 2		2				
3 Total short-term sales price amounts.  Add lines 1 and 2 in column (d)	•••		3	40,178.			
4 Short-term gain from Form 6252 and short-term			3	±0,170		Г	
from Forms 4684, 6781, and 8824		ድ ያጥልጥድ	мъм	ரு 1 <i>7</i>		4	<393.
5 Net short-term gain or (loss) from partnerships	, S corporations, e	states, and tru	ısts				
from Schedule(s) K-1						5	29,470.
Short-term capital loss carryover. Enter the an		-				1 . 1	,
Carryover Worksheet in the instructions						6	(
7 Net short-term capital gain or (loss). Combi	ne lines 1 through	6 in column (f)				7	31,426.
Part II Long-Term Capital Gains and I	· · · · · · · · · · · · · · · · · · ·	s Held Mo	re Th	an One Year			
(a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(C) Date sol (Mo., day, y		(d) Sales price	(e) Cast other bas		(f) Gain or (loss) Subtract (e) from (d)
BTRANSACTIONS W/WACHOVIA (1773)	VARIOUS	VARIOU	s	440,783.	334,3	21.	106,462.
SALE OF INVESTMENT					•		,
PROPERTY	07/01/04	10/07/	06	512,000.	537,0	00.	<25,000.
Enter your long-term totals, if any, from Schedu	lo C.1 line C		9				
10 Total long-term sales price amounts.				050 703			
Add lines 8 and 9 in column (d)			10	952,783.			
11 Gain from Form 4797, Part I; long-term gain from long-term gain or (loss) from Forms 4684, 6781.			MEN	т 18		11	<335.
12 Net long-term gain or (loss) from partnerships, S							
from Schedule(s) K-1	SE	E STATE	MEN	т 20		12	26,279.
13 Capital gain distributions	SE	E STATE	MEN	Т 21		13	25,897.
14 Long-term capital loss carryover. Enter the amo	ount, if any, from lin	ne 15 of your <b>C</b>	apital			14	(
15 Net long-term capital gain or (loss). Combine	lines 8 through 14	in column (f).	Then	go to			133,303.
Paπ III on page 2						15	100,000.

LHA For Paperwork Reduction Act Notice, see Form 1040 or Form 1040NR instructions.

Schedule D (Form 1040) 2006

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Schedule D (Form	1040) 2006 SIMON & SHIRLEY BERNSTEIN	3	371-32 <u>-5211_{Page} 2</u>
Part III	Summary		
line 21.	ne lines 7 and 15 and enter the result. If line 16 is a loss, skip lines 17 through 20, and go to If a gain, enter the gain on Form 1040, line 13, or Form 1040NR, line 14. Then go to line	16	164,729.
X Y	es 15 and 16 <b>both</b> gains? Yes, Go to line 18. Io. Skip lines 18 through 21, and go to line 22.		
	ne amount, if any, from line 7 of the 28% Rate Gain Worksheet on page D-8 of the tions	18	
	ne amount, if any, from line 18 of the Unrecaptured Section 1250 Gain Worksheet on 9 of the instructions SEE STATEMENT 22	19	7.
Y C 1 X N	res. 18 and 19 both zero or blank?  Yes. Complete Form 1040 through line 43, or Form 1040NR through line 40. Then complete the complete Form 1040 through line 43, or Form 1040NR through line 40. Then complete the complete Dividends and Capital Gain Tax Worksheet on page 38 of the Instructions for Form 040 (or in the Instructions for Form 1040NR). Do not complete lines 21 and 22 below.  Io. Complete Form 1040 through line 43, or Form 1040NR through line 40. Then complete the complete D Tax Worksheet on page D-10 of the instructions. Do not complete lines 21 and 2 below.		
• The	6 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the smaller of:  e loss on line 16 or ,000), or if married filling separately, (\$1,500)	21	( )
<b>N</b> ote. V	When figuring which amount is smaller, treat both amounts as positive numbers.		
☐ Y th	have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b?  fes. Complete Form 1040 through line 43, or Form 1040NR through line 40. Then complete the Qualified Dividends and Capital Gain Tax Worksheet on page 38 of the Instructions or Form 1040 (or in the Instructions for Form 1040NR).  Io. Complete the rest of Form 1040 or Form 1040NR.		
		Sc	hedule D (Form 1040) 2006

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Schedule D Tax Worksheet	Keep for Your Records
···	Your SSN
SIMON & SHIRLEY BERNSTEIN	371-32-5211
Complete this worksheet only if line 18 or line 19 of Schedule D is more than zero. Otherwise, complete the Qua Capital Gain Tax Worksheet on page 38 of the Instructions for Form 1040 (or in the Instructions for Form 1040N)	
Exception: Do not use the Qualified Dividends and Capital Gain Tax Worksheet or this worksheet to figure your tax if:	20 (0ND # 40K)
<ul> <li>Line 15 or line 16 of Schedule D is zero or less and you have no qualified dividends on Form 1040, line 9b (or Form Form 1040, line 43 (or Form 1040NR, line 40) is zero or less.</li> </ul>	1040NR, line 10b); or
Instead, see the instructions for Form 1040, line 44 (or Form 1040NR, line 41).	
1. Enter your taxable income from Form 1040, line 43 (or Form 1040NR, line 40)	1.1,171,907.
2. Enter your qualified dividends from Form	
1040, line 9b (or Form 1040NR, line 10b) 2 14 , 6 2 8 •	
3. Enter the amount from	
Form 4952, line 4g 3.	
4. Enter the amount from	
Form 4952, line 4e* 4.	
5. Subtract line 4 from line 3. If zero or less, enter -0-  6. Subtract line 5 from line 2. If zero or less, enter -0-  6. 14,628.	
7. Enter the smaller of line 15 or line 16 of Sch. D 7. 133, 303.  8. Enter the smaller of line 3 or line 4 8.  9. Subtract line 8 from line 7. If zero or less, enter -0.  9. 133, 303.	
9. Subtract line 8 from line 7. If zero or less, enter -0: 9. 133,303.	
10. Add lines 6 and 9	. •
	<del>_</del>
11. Add lines 18 and 19 of Schedule D	<u>.</u>
	13. 147,924.
14. Subtract line 13 from line 1. If zero or less, enter -0-	14. $1,023,983$ .
15. Enter the smaller of:	
• The amount on line 1 or	
\$30,650 if single or married filing separately;  \$61,300 if married filing jointly or qualifying widow(er); or  \$41,050 if bond of household.	
\$61,300 if married filing jointly or qualifying widow(er); or \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
16 61 300	
\$41,050 if head of household  16. Enter the smaller of line 14 or line 15  17. Subtract line 10 from line 1. If zero or less, enter -0-  17. 1,023,976.	
18. Enter the larger of line 16 or line 17. ▶ 18. 1,023,976	•
If lines 15 and 16 are the same, skip lines 19 and 20 and go to line 21. Otherwise, go to line 19.	<del>-</del>
<b>19.</b> Subtract line 16 from line 15 ▶ <b>19.</b>	
<b>20.</b> Multiply line 19 by 5% (.05)	
If lines 1 and 15 are the same, skip lines 21 through 33 and go to line 34. Otherwise, go to line 21.	
21. Enter the smaller of line 1 or line 13 21 147 , 924 .	
22. Enter the amount from line 19 (if line 19 is blank, enter -0-)       22.       0 -         23. Subtract line 22 from line 21. If zero or less, enter -0-       ▶ 23.       147,924	
23. Subtract line 22 from line 21. If zero or less, enter -0 ≥ 23. 141, 924	<u>•</u> 22 190
24. Multiply line 23 by 15% (.15)  If Schedule D, line 19, is zero or blank, skip lines 25 through 30 and go to line 31. Otherwise, go to line 25.	24. 22,189.
25. Enter the smaller of line 9 above or Schedule D, line 19 25.	
26. Add lines 10 and 18 26. 1, 171, 907.	
27. Enter the amount from line 1 above 27. 1, 171, 907.	
28. Subtract line 27 from line 26. If zero or less, enter -0-	
29. Subtract line 28 from line 25. If zero or less, enter -0.	•
30. Multiply line 29 by 25% (.25)	
If Schedule D, line 18, is zero or blank, skip lines 31 through 33 and go to line 34. Otherwise, go to line 31.	
<b>31.</b> Add lines 18, 19, 23, and 29	_
32. Subtract line 31 from line 1	_
33. Multiply line 32 by 28% (.28)	33.
34. Figure the tax on the amount on line 18. Use the Tax Table or Tax Computation Worksheet, whichever applies	
35. Add lines 20, 24, 30, 33, and 34  36. Figure the tax on the amount on line 1. Use the Tax Table or Tax Computation Worksheet, whichever applies	35. 353,833. 36. 383,418.
37. Tax on all taxable income (including capital gains and qualified dividends). Enter the smaller of line 35 or	36. <u>183,418.</u>
Fig. 00. Also include this assessment on Figure 4040 Fig. 444/4 Fig. 4040 Fig. 44)	37. 353,833.
10-01-01-01-01-01-01-01-01-01-01-01-01-0	01
* If applicable, enter instead the smaller amount you entered on the dotted line next to line 4e of Form 4952.	_

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### SCHEDULE E

(Form 1040)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

► Attach to Form 1040, 1040NR, or Form 1041. ► See Instructions for Schedule E (Form 1040).

OMB No. 1545-0074
2006
Attachment

Department of the Treasury Internal Revenue Service (99) Name(s) shown on return

Your social security number

SIMON & SHIRLEY BERNSTEIN 371-32-5211

Part I Income or Loss From Rental Real Estate and Royalties Note. If you are in the business of renting personal property, use

<u> </u>	Schedule C or C-EZ (see page E-3). Repo	ort farm	rental income or loss fro	- m Farm 483	5 on	page 2	. line 40.					
1	List the type and location of each rental real estat				_		ach rental real estate pr	operty lis	ted		Yes	No
$\overline{\mathbf{A}}$					1		e 1, did you or your fan					
	EVERGREEN PRIVATE INVE	STM	ENTS FUNDS	- ROY			g the tax year for perso		oses	A.		
В					1		ore than the greater of:			$\vdash$		
			<del></del>				l days or 1% of the total days ren	tad at fair	•	В		
c					1		ntal value?	icu at iaii	l	$\vdash$		
						(See	page E-3.)			С		
ln	come:	Proper						Tota		otals		
	conic.		Α	В	3		С	(Ac	dd colur	nns A,	B, and	I C.)
3	Rents received	3						3				
4	Royalties received	4	1.					4				1.
Ex	penses:											
5	Advertising	5										
6	Auto and travel (see page E-4)	6						_				
7	Cleaning and maintenance	7										
8	Commissions	8						_				
	Insurance	g						_				
	Legal and other professional fees	10						_				
11	Management fees	11						_				
12	Mortgage interest paid to banks, etc.											
	(see page E-4)	12						12				
	Other interest	13						<b>」</b>				
14	Repairs	14										
15	Supplies	15						_				
	Taxes	16						4				
	Utilities	17						_  _				
18	Other (list)							4				
								_				
		18						4				
		"	<del></del>					_				
	<u></u>							4				
								_				
	Add lines 5 through 18	19						19				
	Depreciation expense or depletion (see page E-4)	20						20				
21	Total expenses. Add lines 19 and 20	21						_				
22	Income or (loss) from rental real estate											
	or royalty properties. Subtract line 21											
	from line 3 (rents) or line 4 (royalties).											
	If the result is a (loss), see page E-5 to											
	find out if you must file Form 6198	22						_				
23	Deductible rental real estate loss. Caution.											
	Your rental real estate loss on line 22 may											
	be limited. See page E-5 to find out if you											
	must file Form 8582. Real estate professionals	ا 🔐 ا	,	•		,	,					
24	must complete line 43 on page 2	23	nolude any losses	<b>.</b>			k	4 ,,				1.
	Income. Add positive amounts shown on line 22. I			ntor total lace				24	7			<u>,</u>
	Losses. Add royalty losses from line 22 and rental Total rental real estate and royalty income or (los							25	`			
	I of all rental real estate and royalty income or (lost if Parts II, III, IV, and line 40 on page 2 do not apply	•				•						
	line 17, or Form 1040NR, line 18. Otherwise, include		•		-			26				1.

	dule E (Form 1040) 2006						Attachn	nent Seque			Page <b>2</b>			
Name	(s) shown on return. Do not enter name and social secu	ity number if show	n on page 1.						You	r social secu	rity number			
CT	MON & SHIRLEY BERNSTE	TNT							2	71-32	5211			
			4h	aum an Cabadula(a)	17 4	-	-			11-32	-3211			
	ion: The IRS compares amounts reported on yo									1				
Pa	rt II Income or Loss From Pa								at·ris	k activity to	r wnich			
	any amount is not at risk, you m													
27	Are you reporting any loss not allowed in a pr	•			-					_	C			
	passive activity (if that loss was not reported	on Form 8582),	or unreimbur	sed partnership expe	nses?	?				L Yes	X No			
	If you answered "Yes," see page E-6 before co	mpleting this se	ection.											
28	,				[(b)	Enter Ptor	(C) Check if foreign partnership		i) Emp		(e) Check if any amount is			
20		ı) Name 			tor S	corporation	partnership	identi	rication	cation number any amount				
Α	SEE STATEMENT 23													
В					Т									
C					Т									
可					$\top$									
	Passive Income and	Loss				Nonp	assive in	come ar	id Los	SS				
	(f) Passive loss allowed	(a) Passi	ve income	(h) Nonpassive lo	SS	(i) Se	ction 179 e	xpense	- (	j) Nonpassiv	e income			
	(attach Form 8582 if required)		edule K-1	from Schedule K			ion from Fo		`	from Sched				
A		1				+								
B		-									<del></del>			
c		+				+								
히		<del></del>		<b> </b>		+								
	Table	<del></del>	1 506			+				1 0//	5,791.			
29a	Totals 1,760	+	1,506.	33,3	2 =	+	E 0	571.		1,040	0,131.			
b										1 040	207			
30	Add columns (g) and (j) of line 29a								30		3,297.			
31	Add columns (f), (h), and (i) of line 29b								31	( 9.	3,656.)			
32	Total partnership and S corporation income									ا				
	result here and include in the total on line 41	oelow							32	954	1,641.			
Pa	rt III Income or Loss From Est	ates and T	rusts											
33		ls	) Name							(b) Em				
			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						$\perp$	identificatio	n number			
A														
В														
	Passive Inc	ome and Los	S				Nonpa	assive In	come	and Loss				
	(c) Passive deduction or loss allower	i		ssive income			uction or lo		1	(f) Other income from				
	(attach Form 8582 if required)		trom :	Schedule K-1		trom S	Schedule K	-1		Schedule	2 K-1			
A														
В														
34a	Totals													
b	Totals													
35									35					
36	Add columns (c) and (e) of line 34b								36	(	)			
37	Total estate and trust income or (loss). Com							below	37					
Pa	rt IV Income or Loss From Rea	l Estate M	ortgage l	nvestment Co	ndu	iits (R	EMICs)	- Resi	dual	Holder				
	, , , , , , , , , , , , , , , , , , ,	<b>(b</b> ) Em		(c) Excess inclusion	from	(d) Ta	xable incor	ne (net		(e) Income				
38	(a) Name	identificatio	n number	Schedules Q, line	2c	1055)	line 1b	Juies u,		Schedules O	l, line 3b			
				***************************************										
								ļ						
39	Combine columns (d) and (e) only. Enter the	result here and i	include in the	total on line 41 below					39					
				F ACTIVIT						·				
40	Net farm rental income or (loss) from Form 4								40					
41	Total income or (loss). Combine lines 26, 32, 37								41	<del></del>				
42	Reconciliation of farming and fishing incom				, 0, 70	10441			•••		,			
	reported on Form 4835, line 7; Schedule K-1		-	- 1			· .				;			
	(Form 1120S), box 17, code T; and Schedule				42	T								
43	Reconciliation for real estate professionals.	,	•		76	<u> </u>								
73	•	•						I			1			
	enter the net income or (loss) you reported anywhere			i		<u> </u>								
	activities in which you materially participated under the	e passive activity	ioss rules		43				0-1	odula F /F	1040\0000			
									aci	reaure t (r <b>a</b> l	m 1040) 2006			

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#### INCOME FROM PASSTHROUGH STATEMENT, PAGE 1

2006

Name SIMON BERNSTEIN							SSN/EIN	371-32-5211
Passthrough EVERGREEN PRIVATE	INVESTMENTS FUN	IDS	ID	56-2114125			-	TAXPAYER
PARTNERSHIP	<u>.</u>		<del></del>		•		-	
OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	1,414.							
Rental real estate income (loss)	<45.	<b>}</b>						
Other net rental income (loss)	188.	]						
Intangible drilling costs/dry hole costs		1 .						· ·
Self-charged passive interest expense						1		
Guaranteed payments						1		
Section 179 and carryover							İ	
Disallowed section 179 expense								N. Carlotte
Net income (loss)	1,557.							1,557
First passive other	<7.	<b>&gt;</b>					İ	<7.>
Second passive other	<44.	>	_					<44.>
Cost depletion								
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation								1
Unreimbursed expenses (nonpassive)	-							
Nonpassive other	74.	,						74
Total Schedule E (page 2)	1,580.							1,580
FORM 4797								
Section 1231 gain (loss)	254.							254
Section 179 recapture on disposition			,					
SCHEDULE D					·			
Net short-term cap. gain (loss)	13,297.							13,297
Net long-term cap. gain (loss)	7,722.							7,722
Section 1256 contracts & straddles	<485.	.>						<485.>
FORM 4952								
Investment interest expense · Sch. A	9,498.							9,498
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions								
Deductions related to portfolio income	48.							48
Other								T

TS001008

SCHEDULE E

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### INCOME FROM PASSTHROUGH STATEMENT, PAGE 2

2006

Name SIMON BERNSTEIN	me SIMON BERNSTEIN						SSN/EIN	371-32-5211
Passthrough EVERGREEN PRIVATE I	NVESTMENTS FUN	IDS	!D	56-2114125			_	TAXPAYER
PARTNERSHIP					•		_	
OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
INTEREST AND DIVIDENDS								
Interest income	640.							640.
Interest from U.S. bonds								
Ordinary dividends	3,							3.
Qualified dividends	2.							2.
Tax-exempt interest income	133,							133.
FORM 6251								
Depreciation adjustment after 12/31/86								
Adjusted gain or loss								
Beneficiary's AMT adjustment								
Depletion (other than oil)								
Other	40.	,						40.
MISCELLANEOUS								
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties	1.							1.
Royalty expenses/depletion						l		
Undistributed capital gains credit								
Backup withholding	10,							10.
Credit for estimated tax								
Cancellation of debt								
Medical insurance - 1040								
Dependent care benefits								
Retirement plans								
Qualified production activities income								
Passthrough adjustment to Form 1040				1.				
Penalty on early withdrawal of savings								
NOL	_							
Other taxes/recapture of credits								
Credits								
Casualty and theft loss								

TS001009

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#### INCOME FROM PASSTHROUGH STATEMENT, PAGE 1

2006

Name SIMON BERNSTEIN							SSN/EIN	371-32-5211
Passthrough EVERGREEN PRIVATE	INVESTMENT FUND	S		52-2223144			-	TAXPAYER
PARTNERSHIP					=		_	
OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due t Basis Limitation	o Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	<8,134.	<b>&gt;</b>						
Rental real estate income (loss)								
Other net rental income (loss)								1
Intangible drilling costs/dry hole costs								
Self-charged passive interest expense								
Guaranteed payments								
Section 179 and carryover						]		
Disallowed section 179 expense								
Net income (loss)	<8,134.	>					6,374	. <1,760.
First passive other								
Second passive other								
Cost depletion								
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation								
Unreimbursed expenses (nonpassive)								
Nonpassive other	21.							21
Total Schedule E (page 2)	<8,113.	>					6,374	. <1,739.
FORM 4797								
Section 1231 gain (loss)			l		<u></u>			
Section 179 recapture on disposition								
SCHEDULE D								
Net short-term cap. gain (loss)	16,173.							16,173
Net long-term cap. gain (loss)	18,557.							18,557
Section 1256 contracts & straddles	<497.	>						<497.
FORM 4952								
Investment interest expense - Sch. A	5,185.							5,185
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions					<u></u>			
Deductions related to portfolio income	634.				<u> </u>	ļ		634

TS001010

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INCOME FROM PASSTHROUGH STATEMENT, PAGE 2

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2006

SCHEDULE E								
Name SIMON BERNSTEIN							SSN/EIN	371-32-5211
Passthrough EVERGREEN PRIVATE I	NVESTMENT FUNI	os	ID	52-2223144			_	TAXPAYER
PARTNERSHIP					-			
OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
INTEREST AND DIVIDENDS								
Interest income	612							612.
Interest from U.S. bonds								
Ordinary dividends								
Qualified dividends								
Tax-exempt interest income	2							2.
FORM 6251								
Depreciation adjustment after 12/31/86								
Adjusted gain or loss								
Beneficiary's AMT adjustment								
Depletion (other than oil)								
Other	2							2.
MISCELLANEOUS						•		
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties								
Royalty expenses/depletion								
Undistributed capital gains credit								
Backup withholding								
Credit for estimated tax								
Cancellation of debt					<u> </u>			
Medical insurance - 1040								
Dependent care benefits								
Retirement plans								
Qualified production activities income								
Passthrough adjustment to Form 1040								
Penalty on early withdrawal of savings								
NOL		ļ						
Other taxes/recapture of credits								ļ
Credits								

TS001011

Casualty and theft loss

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#### INCOME FROM PASSTHROUGH STATEMENT, PAGE 1

2006

Name SIMON BERNSTEIN							SSN/EIN	371-32-5211
Passthrough ARBITRAGE INTERNATI	ONAL MARKETING	;	ID	65-1055556			-	TAXPAYER
S CORPORATION			<del></del>		-		-	
Ţ.		Prior Year Unallowed	Disallowed Due to	Prior Year Unallowed	Disallowed Due to	Prior Year Passive	Disallowed Passive	
NONPASSIVE	K-1 Input	Basis Loss	Basis Limitation	At-Risk Loss	At-Risk	Loss	Loss	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	558,363,	]						<b> </b>
Rental real estate income (loss)		]		·				
Other net rental income (loss)	-	]						
Intangible drilling costs/dry hole costs								
Self-charged passive interest expense						]		
Guaranteed payments							•	
Section 179 and carryover	37,470.						•	
Disallowed section 179 expense								
Net income (loss)	520,893.							520,893.
First passive other								
Second passive other	-							
Cost depletion								
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation								
Unreimbursed expenses (nonpassive)								
Nonpassive other								1
Total Schedule E (page 2)	520,893.							520,893.
FORM 4797								
Section 1231 gain (loss)								
Section 179 recapture on disposition			1					
SCHEDULE D								
Net short-term cap. gain (loss)								
Net long-term cap. gain (loss)								1
Section 1256 contracts & straddles								
FORM 4952								
Investment interest expense · Sch. A								
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions	1,640.							1,640.
Deductions related to portfolio income								
Other								

TS001012

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#### INCOME FROM PASSTHROUGH STATEMENT, PAGE 2

2006

SCHEDULE E								
Name SIMON BERNSTEIN							SSN/EIN	371-32-5211
Passthrough ARBITRAGE INTERNAT	IONAL MARKETIN	G	ID	65-1055556				TAXPAYER
s corporation	•		· · · · · · · · · · · · · · · · · · ·		-		_	
NONPASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
INTEREST AND DIVIDENDS								
Interest income								
Interest from U.S. bonds								
Ordinary dividends								
Qualified dividends								
Tax-exempt interest income			·					
FORM 6251			,					
Depreciation adjustment after 12/31/86						1		
Adjusted gain or loss								
Beneficiary's AMT adjustment						]		
Depletion (other than oil)								
Other								
MISCELLANEOUS								
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties								
Royalty expenses/depletion								
Undistributed capital gains credit								
Backup withholding								
Credit for estimated tax								
Cancellation of debt								
Medical insurance - 1040								
Dependent care benefits								
Retirement plans								
Qualified production activities income								
Passthrough adjustment to Form 1040								
Penalty on early withdrawal of savings								
NOL								
Other taxes/recapture of credits								
Credits								
Casualty and theft loss								

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#### INCOME FROM PASSTHROUGH STATEMENT, PAGE 1

2006

Name SIMON BERNSTEIN							SSN/EIN	371-32-5211
Passthrough CAMBRIDGE FINANCING	COMPANY		ID	35-2257332			-	TAXPAYER
S CORPORATION					-		_	
OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	<33,308.	}						
Rental real estate income (loss)								
Other net rental income (loss)								
Intangible drilling costs/dry hole costs								
Self-charged passive interest expense						1	1.	
Guaranteed payments						1		
Section 179 and carryover								
Disallowed section 179 expense								
Net income (loss)	<33,308.	>						<33,308.>
First passive other								
Second passive other		]						
Cost depletion						Ì		
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation								·
Unreimbursed expenses (nonpassive)								
Nonpassive other								
Total Schedule E (page 2)	<33,308.	>						<33,308,>
FORM 4797								+
Section 1231 gain (loss)								
Section 179 recapture on disposition								
SCHEDULE D								
Net short-term cap. gain (loss)								
Net long-term cap. gain (loss)								
Section 1256 contracts & straddles								
FORM 4952		:						
Investment interest expense - Sch. A								
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions								
Deductions related to portfolio income								
C+box								

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#### INCOME FROM PASSTHROUGH STATEMENT, PAGE 2

2006

SCHEDULE E								
Name SIMON BERNSTEIN							SSN/EIN	371-32-5211
Passthrough CAMBRIDGE FINANCIN	G COMPANY		ID	35-2257332			-	TAXPAYER
S CORPORATION			<u> </u>		-		-	
OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive	Tax Return
INTEREST AND DIVIDENDS								
Interest income								
Interest from U.S. bonds								
Ordinary dividends	•							
Qualified dividends								
Tax-exempt interest income								
FORM 6251								
Depreciation adjustment after 12/31/86						l.		
Adjusted gain or loss								
Beneficiary's AMT adjustment								
Depletion (other than oil)								
Other								
MISCELLANEOUS								
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties								
Royalty expenses/depletion								
Undistributed capital gains credit								
Backup withholding								
Credit for estimated tax								
Cancellation of debt								
Medical insurance - 1040								
Dependent care benefits								
Retirement plans								
Qualified production activities income								
Passthrough adjustment to Form 1040								
Penalty on early withdrawal of savings								
NOL								
Other taxes/recapture of credits								
Credits								
Casualty and theft loss		<u> </u>						

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#### **INCOME FROM PASSTHROUGH STATEMENT, PAGE 1**

2006

Name SIMON BERNSTEIN							SSN/EIN	371-32-5211
Passthrough NATIONAL SERVICE AS	SOCIATION INC		ID	36-3307282			_	TAXPAYER
S CORPORATION					-		-	
NONPASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	<17.	}						
Rental real estate income (loss)		1						
Other net rental income (loss)		1						
Intangible drilling costs/dry hole costs		1						
Self-charged passive interest expense						1		
Guaranteed payments								
Section 179 and carryover			-					
Disallowed section 179 expense	· · · · · · · · · · · · · · · · · · ·	Ì						
Net income (loss)	<17.	>						<17.>
First passive other								
Second passive other								T
Cost depletion								
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation						ŀ		
Unreimbursed expenses (nonpassive)								
Nonpassive other								
Total Schedule E (page 2)	<17.	>						<17,>
FORM 4797								
Section 1231 gain (loss)								
Section 179 recapture on disposition								
SCHEDULE D								
Net short-term cap. gain (loss)								
Net long-term cap. gain (loss)								.]
Section 1256 contracts & straddles								
FORM 4952								
Investment interest expense - Sch. A								
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions								
Deductions related to portfolio income								
Other								

TS001016

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

### INCOME FROM PASSTHROUGH STATEMENT, PAGE 2

2006

SCHEDULE E								
Name SIMON BERNSTEIN							SSN/EIN	371-32-5211
Passthrough NATIONAL SERVICE A	SSOCIATION INC		ID	36-3307282			_	TAXPAYER
S CORPORATION							_	
NONPASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
INTEREST AND DIVIDENDS								
Interest income								
Interest from U.S. bonds								
Ordinary dividends								
Qualified dividends								
Tax-exempt interest income								
FORM 6251								Ī .
Depreciation adjustment after 12/31/86								
Adjusted gain or loss				1				
Beneficiary's AMT adjustment								
Depletion (other than oil)								
Other								
MISCELLANEOUS								
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties								
Royalty expenses/depletion								
Undistributed capital gains credit								
Backup withholding								
Credit for estimated tax								
Cancellation of debt								
Medical insurance - 1040								
Dependent care benefits								
Retirement plans								
Qualified production activities income								
Passthrough adjustment to Form 1040								
Penalty on early withdrawal of savings								
NOL								
Other taxes/recapture of credits								
Credits								
Casualty and theft loss								

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Case: 17-3595 Document: 12-9 Filed: 03/12/2018 Pages: 1025

#### INCOME FROM PASSTHROUGH STATEMENT, PAGE 1

2006

SCHEDULE E								
Name SIMON BERNSTEIN							SSN/EIN	371-32-5211
Passthrough LIC HOLDINGS INC	-		ID.	20-5290314			-	TAXPAYER
S CORPORATION			<del></del>		-		_	
NONPASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	488,333.	1						
Rental real estate income (loss)		1						
Other net rental income (loss)		]						
Intangible drilling costs/dry hole costs		]						
Self-charged passive interest expense								
Guaranteed payments								
Section 179 and carryover	21,101.					1	,	1.
Disallowed section 179 expense								· · ·
Net income (loss)	467,232.	, , , , , , , , , , , , , , , , , , , ,						467,232
First passive other								
Second passive other								
Cost depletion								
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation								
Unreimbursed expenses (nonpassive)		i						
Nonpassive other								
Total Schedule E (page 2)	467,232.							467,232
FORM 4797								
Section 1231 gain (loss)								
Section 179 recapture on disposition								
SCHEDULE D								
Net short-term cap. gain (loss)								
Net long-term cap. gain (loss)								
Section 1256 contracts & straddles								
FORM 4952								
Investment interest expense - Sch. A								
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions								
Deductions related to portfolio income								
` T		· -		1	ì	1	1	

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#### INCOME FROM PASSTHROUGH STATEMENT, PAGE 2

2006

SCHEDULE E								
Name SIMON BERNSTEIN							SSN/EIN	371-32-5211
Passthrough LIC HOLDINGS INC			ID	20-5290314				TAXPAYER
S CORPORATION					-		_	
NONPASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
INTEREST AND DIVIDENDS								
Interest income	2,299							2,299.
Interest from U.S. bonds								
Ordinary dividends								
Qualified dividends								
Tax-exempt interest income								
FORM 6251			1					
Depreciation adjustment after 12/31/86	<350	.>						<350,>
Adjusted gain or loss								
Beneficiary's AMT adjustment								
Depletion (other than oil)								
Other				}				
MISCELLANEOUS				·				
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties					<u></u>			
Royalty expenses/depletion								
Undistributed capital gains credit								
Backup withholding								
Credit for estimated tax								
Cancellation of debt								
Medical insurance - 1040		<u>.</u>						
Dependent care benefits								
Retirement plans								
Qualified production activities income						<u> </u>		
Passthrough adjustment to Form 1040								
Penalty on early withdrawal of savings								
NOL								
Other taxes/recapture of credits								
Credits					L			
Casualty and theft loss			L	1	1			

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Form 1116

## **Foreign Tax Credit**

2006
Attachment

Depar Interna	tment of the Treas al Revenue Service	sury ⊯e (999)		► Atta	(Individual, E ch to Form 1040						Attachment Sequence No. 19
Name	;	<del></del>						ldentifying numb	<b>er</b> as show		
STI	MON & S	HTRLEY	BERNST	ETN				371-32-	5211		
					w. See Categories	of Income on	nage 3 of the in-			ny nn e	ach Form 1116
				pecified in Part I			page o or the m	on actions. Criccii	only one o	0X 011 0	don't o'm' i i i o.
a D			. d	Shipping ind			a Lum	ıp-sum distributio	ns		
ь <u>Г</u>	=	holding tax int	-=		om a DISC or form	er DISC	· —	tion 901(j) income			
c F	<del></del> -	services incon	r	=	ibutions from a for			ain income re-sou		eatv	
• –					(FSC) or former FS			eral limitation inco	-	,	
k Re	sident of (name	e of country)	► USA				,	0.0		-	
	<del></del>		·····	ountry or U.S. I	oossession, use	calumn A in	Part I and line	A in Part II. If you	ı paid tax	es to r	nore than one
					and line for eac			<b>,</b>	, <b>,</b>		
Pa	rt   Taxa	ble Income	or Loss From	Sources Out	side the United	States (for	Category Chec	ked Above)			·
L						Foreign Cou	intry or U.S. P	ossession	T		Total
					A		В	С		(Add	cols. A, B, and C.)
1	Enter the na	ame of the fo	reign countr	v or U.S.				1	-	T	, , , , , , , , , , , , , , , , , , , ,
				-	VARIOUS				1		
			within country s								
	and of the type		-		1						
					]						
-					14,3	85.	*** ****			1a	14,385.
ь	Check if line 1	a is compensa	tion for persona	l services as							
		•	pensation from		İ	:			İ		
	\$250,000 or n	nore, and you	used an alternat	ive basis to							
			structions)							-	
Ded	uctions and	losses (Caut	on: See pages							7	
	e instructions	•								:	
2			to the income a								
3	•		ctions not defin								
			or standard ded	•	28,2	78.					
			tement)					<del></del>			
	Add lines 3a a				28,2	78.					
_			······································		14,3						
			es		1,455,4						
	Divide line 3d		•••		.009			-			
	Multiply line 3					79.		<del> </del>			
_	Pro rata share							1			
		•	e worksheet on	page 13							
	of the instructi	• ,			7	29.					
				•••••				1			
	Losses from fo										
	Add lines 2, 3	•			1,0	08.		······································		6	1,008.
				ere and on line						7	13,377.
			Paid or A					SEE	STAT	EME	NT 24
Cr	edit is claimed	i.			Foreig	n taxes pai	d or accrued				
	for taxes (you must		In forei	gn currency				In U.S. dolla	rs		
2	check one)				(a) Other				(w)0t	her	(x) Total foreign
≲l(m	) X Paid	Taxes w	rithheld at sourc	e on:	(s) Other foreign	Tax	es withheld at so	urce on:	forei		taxes paid or
ලි `(n		ı			taxes paid or				taxes pa		accrued (add cols.
	Date paid or accrued	(p) Dividends	(Q) Rents and royalties	(r) Interest	accrued	(t) Dividends	(U) Rents and royalties	(V) Interest	accru		(t) through (w))
	2/31/06					693			3	313.	1,006.
В											
С											
8 /	Add lines A thro	ough C, colum	n (x). Enter the t	otal here and or	line 9, page 2					▶ 8	1,006.

LHA For Paperwork Reduction Act Notice, see separate instructions. 611501 12-02-06

Form 1116 (2006)

Form 1116 (2006) SIMON & SHIRLEY BERNSTEIN

371-32-5211 Page 2

P	art III Figuring the Credit					
9	Enter the amount from line 8. These are your total foreign taxes paid or accrued	$\Box$		T	Τ	
	for the category of income checked above Part I	9	1,006	4		
10	Carryback or carryover (attach detailed computation)	10				
11	Add lines 9 and 10	11	1,006.			
				1		
12	Reduction in foreign taxes	12	·			
13	Subtract line 12 from line 11. This is the total amount of foreign taxes available for credit			13		1,006.
	Enter the amount from line 7. This is your taxable income or (loss) from sources outside the	1 1	•••••	Г	T	<u> </u>
	United States (before adjustments) for the category of income checked above Part I	14	13,377.			
15	Adjustments to line 14	15				
16	Combine the amounts on lines 14 and 15. This is your net foreign source taxable income.	1.5		1		
	(If the result is zero or less, you have no foreign tax credit for the category of income you checked above Part I. Skip lines 17 through 21. However, if you are filing more than one Form 1116, you must complete line 19.)	16	13,377.			
17	Individuals: Enter the amount from Form 1040, line 41 (minus any amount on Form 8914, line 6). If you are a nonresident alien, enter the amount from Form 1040NR, line 38 (minus any amount on Form 8914, line 6). Estates and trusts: Enter your taxable income without					
	the deduction for your exemption SEE STATEMENT 25		1,089,581.	<u> </u>		
18	Caution: If you figured your tax using the lower rates on qualified dividends or capital gas.  Divide line 16 by line 17. If line 16 is more than line 17, enter "1"			18		.012277
	Individuals: Enter the amount from Form 1040, line 44. If you are a nonresident alien, enter the a Form 1040NR, line 41.					
	Estates and trusts: Enter the amount from Form 1041, Schedule G, line 1a, or the total of Form 9	90-T.			1	
	lines 36 and 37			19	)	353,833.
	Caution: If you are completing line 19 for separate category g (lump-sum distributions),			Г		
	Multiply line 19 by line 18 (maximum amount of credit)			20		4,344.
21	Enter the smaller of line 13 or line 20. If this is the only Form 1116 you are filing, skip lines 22 th amount on line 31. Otherwise, complete the appropriate line in Part IV			21		1,006.
P	art IV Summary of Credits From Separate Parts III					
22	Credit for taxes on passive income	22				
22	Cradit for toyog on high withholding toy interest	23				
23	Credit for taxes on high withholding tax interest	23		1		
24	Credit for taxes on financial services income	24		-		
25	Credit for taxes on shipping income	25				
26	Credit for taxes on dividends from a DISC or former DISC and certain					
	distributions from a FSC or former FSC	26		-		
27	Credit for taxes on lump-sum distributions	27				
28	Credit for taxes on certain income re-sourced by treaty	28				
29	Credit for taxes on general limitation income	29				
	Add lines 22 through 29			30		
	Enter the smaller of line 19 or line 30			31	-	1,006.
	Reduction of credit for international boycott operations			32	Г	
33	Subtract line 32 from line 31. This is your foreign tax credit. Enter here and on Form 1040, line 4	17;				
	Form 1040NR, line 44; Form 1041, Schedule G, line 2a; or Form 990-T, line 40a			33		1,006.

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Department of the Treasury Internal Revenue Service (99) Name(s) shown on return

# Sales of Business Property (Also Involuntary Conversions and Recapture Amounts Under Sections 179 and 280F(b)(2))

OMB No. 1545-0184

Attach to your tax return. See separate instructions.

STMON	δċ	SHIKLEY	BERNSTEIN	_		
1 Enter th	e ar	oss proceeds fro	om sales or exchanges rec	orted to you for 200	6 on Form(s) 109	9-B or 1099-S

371-32-5211

	r substitute statement) that you are in				****			
Pa	rt i Sales or Exchanges						rsions	From
	Other Than Casualty	(b) Date acquired	(C) Date sold	Held More Th	(e) Depreciation allowed or	(f) Cost or other basis, plus	(9,	Gain or (loss)
2	of property	(mo., day, yr.)	(mo., day, yr.)	price	allowable since acquisition	improvements and expense of sale		btract (f) from the um of (d) and (e)
	ERGREEN PRIVATE							
IN	VESTMENTS FUNDS							254.
3	Gain, if any, from Form 4684, line 42	·		*****		3		
4	Section 1231 gain from installment s	sales from Form	6252, line 26 or	37		4		
5	Section 1231 gain or (loss) from like	kind exchanges	from Form 882	4				
6	Gain, if any, from line 32, from other	than casualty or	theft	***************************************		6		
7	Combine lines 2 through 6. Enter the							254.
	Partnerships (except electing larginstructions for Form 1065, Schedul below.							
	Individuals, partners, S corporation shareholders, and all others. If line 7 is zero or a loss, enter the amount from line 7 on line 11 below and skip lines 8 and 9. If line 7 is a gain and you did not have any prior year section 1231 losses, or they were recaptured in an earlier year, enter the gain from line 7 as a long-term capital gain on the Schedule D filed with your return and skip lines 8, 9, 11, and 12 below.							
8	Nonrecaptured net section 1231 los	ses from prior ye	ears (see instruc	tions)		8		•
9	Subtract line 8 from line 7. If zero or							
	line 9 is more than zero, enter the an	nount from line 8	on line 12 belo	w and enter the ga	ain from line 9 as a	long-term		
	capital gain on the Schedule D filed	with your return	(see instruction	s)		9		
Pa	rt II Ordinary Gains and	-						
10	Ordinary gains and losses not include	ted on lines 11 ti	arough 16 (inclu	de property held 1	year or less):			
	Oramary game and looped for moral	100 011111100 1110	modgii ro (mola	Т	1	1		
		-						
	<u> </u>		-				+	
	· · · · · · · · · · · · · · · · · · ·				<del> </del>			
11	Loss if any from line 7	L				1.	. —	
12	Loss, if any, from line 7  Gain, if any, from line 7 or amount from	om line & if appl	icabla	***************************************		1		
13								
13 14	Gain, if any, from line 31					19		
	• • • • • • • • • • • • • • • • • • • •						;	
15 16								
16 47							·	
17 Combine lines 10 through 16								* *
18	For all except individual returns, enter the amount from line 17 on the appropriate line of your return and skip lines a and b below. For individual returns, complete lines a and b below:							
a If the loss on line 11 includes a loss from Form 4684, line 38, column (b)(ii), enter that part of the loss here. Enter								
the part of the loss from income-producing property on Schedule A (Form 1040), line 27, and the part of the loss								
from property used as an employee on Schedule A (Form 1040), line 22. Identify as from "Form 4797, line 18a."								
	See instructions			•••••	*********	18	a	
b	Redetermine the gain or (loss) on line	e 17 excluding th	ne loss, if any, o	n line 18a. Enter h	ere and on			
	Form 1040, line 14				<u></u>	18	b	
LHA	For Paperwork Reduction Act No	otice, see separ	ate instruction	s.			F	orm <b>4797</b> (2006)

618011/10-17-06

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Form 4797 (2006) SIMON & SHIRLEY BERNSTEIN

371-32-5211 Page 2

Part III Gain From Disposition of Proper	ty Un	der Sections 124	1200, 120	2, 12	54, and 125	so (see	instructions)
<b>19</b> (a) Description of section 1245, 1250, 1252, 1254,	or 125	5 property:			(b) Date acqu (mo., day, y		(c) Date sold (mo., day, yr.)
Α							
В				-			
<u>C</u>							
These columns relate to the properties on							
lines 19A through 19D.	•	Property A	Property	В	Property	· C	Property D
20 Gross sales price (Note: See line 1 before completing.)	20						,
21 Cost or other basis plus expense of sale	21						
22 Depreciation (or depletion) allowed or allowable	22						
23 Adjusted basis. Subtract line 22 from line 21	23	•					
24 Total gain. Subtract line 23 from line 20	24						
25 If section 1245 property:							
a Depreciation allowed or allowable from line 22	25a						
b Enter the smaller of line 24 or 25a	25b						
26 If section 1250 property: If straight line depreciation was used, enter -0- on line 26g, except for a corporation subject to section 291.							
<ul> <li>a Additional depreciation after 1975 (see instructions)</li> <li>b Applicable percentage multiplied by the smaller</li> </ul>	26a						
of line 24 or line 26a (see instructions)	26b						
c Subtract line 26a from line 24. If residential rental property or line 24 is not more than line 26a, skip lines 26d and 26e	26c						
d Additional depreciation after 1969 and before 1976	26d	.,					
e Enter the smaller of line 26c or 26d	26e						
e Lines the smaller of line 200 of 200	200						
f Section 291 amount (corporations only)	26f						
g Add lines 26b, 26e, and 26f	26g						
7 If section 1252 property: Skip this section if you did not dispose of farmland or if this form is being completed for a partnership (other than an electing large partnership). a Soil, water, and land clearing expenses	27a						
<b>b</b> Line 27a multiplied by applicable percentage	27b						<del>-</del> .
c Enter the smaller of line 24 or 27b	27c						
8 If section 1254 property: a Intangible drilling and development costs, expenditures for development of mines and other natural deposits, and mining exploration costs (see instructions)	28a						
b Enter the smaller of line 24 or 28a	28b						
<ul> <li>If section 1255 property:</li> <li>a Applicable percentage of payments excluded from income under section 126 (see instructions)</li> </ul>	29a						
<b>b</b> Enter the <b>smaller</b> of line 24 or 29a (see instructions)	29b						
Summary of Part III Gains. Complete property of	column	s A through D through	line 29b before	going	to line 30.		
Total gains for all properties. Add property columns	A thro	ough D, line 24				30	
1 Add property columns A through D, lines 25b, 26g,						31	
2 Subtract line 31 from line 30. Enter the portion from							
from other than casualty or theft on Form 4797, line	6	70 1 000-0 1/-	14/1-			32	·•
Part IV Recapture Amounts Under Section	ons 1	79 and 280F(b)(2)	wnen Busii	ness	Use Drops	to 50%	or Less
(see instructions)				-			
					(a) Section 179	n	(b) Section 280F(b)(2)
2 Continu 170 ovnence deduction as democratical	ماطميين	in prior com	1		17.0		
<ul> <li>Section 179 expense deduction or depreciation allowance</li> <li>Recomputed depreciation (see instructions)</li> </ul>				33			
<ul> <li>Recomputed depreciation (see instructions)</li> <li>Recapture amount. Subtract line 34 from line 33. S</li> </ul>		inetructions for where		34 35			
18012/10-17-06	III	mondonona ioi where	to report	<b>J</b>			Form <b>4797</b> (20

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Document: 12-9
DOES NOT APPLY

## **Alternative Minimum Tax - Individuals**

Department of the Treasury

▶ Attach to Form 1040 or Form 1040NR

	me(s) shown on Form 1040 or Form 1040NR	Yo	ur social security number
		- 1	
<u>s:</u>	IMON & SHIRLEY BERNSTEIN	ل	371 32 5211
P	art I Alternative Minimum Taxable Income		T
1	If filing Schedule A (Form 1040), enter the amount from Form 1040, line 41 (minus any amount on Form 8914, line 6), and go to line 2. Otherwise, enter		4 4 5 4 4 6 5
	the amount from Form 1040, line 38 (minus any amount on Form 8914, line 6), and go to line 7. (If less than zero, enter as a negative amount.)	1	1,174,107.
	Medical and dental. Enter the smaller of Schedule A (Form 1040), line 4, or 2 1/2% of Form 1040, line 38	2	20 616
3	Taxes from Schedule A (Form 1040), line 9	3	32,646.
	Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet on page 2 of the instructions	4	
	Miscellaneous deductions from Schedule A (Form 1040), line 26	5	
6	If Form 1040, line 38, is over \$150,500 (over \$75,250 if married filing separately), enter the amount from line 11		
	of the Itemized Deductions Worksheet on page A-7 of the instructions for Schedule A (Form 1040)	6	<24,877.
	Tax refund from Form 1040, line 10 or line 21	7	400
	Investment interest expense (difference between regular tax and AMT)	8	<480.
	Depletion (difference between regular tax and AMT)	9	
	Net operating loss deduction from Form 1040, line 21. Enter as a positive amount	10	100
	Interest from specified private activity bonds exempt from the regular tax SEE STATEMENT 27	11	480.
	Qualified small business stock (7% of gain excluded under section 1202)	12	
	Exercise of incentive stock options (excess of AMT income over regular tax income)	13	
	Estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	14	
	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	15	
	Disposition of property (difference between AMT and regular tax gain or loss)	16	250
17	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT) STMT 28	17	<350.
18	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 26	18	0.
19	Loss limitations (difference between AMT and regular tax income or loss)	19	
20	Circulation costs (difference between regular tax and AMT)	20	
21	Long-term contracts (difference between AMT and regular tax income)	21	
22	Mining costs (difference between regular tax and AMT)	22	
23	Research and experimental costs (difference between regular tax and AMT)	23	<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>
24	Income from certain installment sales before January 1, 1987	24	
25	Intangible drilling costs preference	25	
26	Other adjustments, including income-based related adjustments	26	
27	Alternative tax net operating loss deduction	27	
28	Alternative minimum taxable income. Combine lines 1 through 27. (If married filling separately and line	İ	
	28 is more than \$200,100, see instructions)	28	1,181,526.
P	art II Alternative Minimum Tax		
29	Exemption. (If this form is for a child under age 18, see instructions.)  IF your filing status is AND line 28 is not over THEN enter on line 29  Single or head of household	:	
	Married filing jointly or qualifying widow(er)         150,000         62,550           Married filing separately         75,000         31,275	29	0.
	If line 28 is over the amount shown above for your filing status, see instructions.		
	Subtract line 29 from line 28. If more than zero or you are filing Form 2555 or 2555-EZ, go to line 31. If zero or less and you are not filing Form 2555 or 2555-EZ, enter ·0· on lines 33 and 35 and skip the rest of Part I!	30	1,181,526.
31	<ul> <li>If you are filing Form 2555 or 2555-EZ, see page 8 of the instructions for the amount to enter.</li> <li>If you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b; or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (as refigured for the AMT, if necessary), complete Part III on page 2 and enter the amount from line 55 here.</li> <li>All others: If line 30 is \$175,000 or less (\$87,500 or less if married filing separately), multiply line 30 by 26% (.26). Otherwise, multiply line 30 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing</li> </ul>	31	308,098.
.~	separately) from the result.	~~	1,006.
	Afternative minimum tax foreign tax credit (see instructions)	32	
33 3	Tentative minimum tax. Subtract line 32 from line 31	33	307,092.
54	Tax from Form 1040, line 44 (minus any tax from Form 4972 and any foreign tax credit from Form 1040, line 47).		250 007
)F	If you used Sch J to figure your tax, the amount for line 44 of Form 1040 must be refigured without using Sch J	34	352,827.
<b>5</b> 3	Alternative minimum tax. Subtract line 34 from line 33. If zero or less, enter -0. Enter here and on	25	n

619481 12-22-06 LHA For Paperwork Reduction Act Notice, see instructions.

Form **6251** (2006)

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Fo	m 6251 (2006) SIMON & SHIRLEY BERNSTEIN		371	-32	-5211 Page 2
P	art III Tax Computation Using Maximum Capital Gains Rates				
36	Enter the amount from Form 6251, line 30			36	1,181,526.
37	Enter the amount from line 6 of the Qualified Dividends and Capital Gain Tax				
	Worksheet in the instructions for Form 1040, line 44, or the amount from				
	line 13 of the Schedule D Tax Worksheet on page D-10 of the instructions for				
	Schedule D (Form 1040), whichever applies (as refigured for the AMT, if		4.45 004		
	necessary) (see the instructions)	37	147,924.		
38	Enter the amount from Schedule D (Form 1040), line 19 (as refigured for the	l	-		
	AMT, if necessary) (see instructions)	38	7.		
39	If you did not complete a Schedule D Tax Worksheet for the regular tax or the				
	AMT, enter the amount from line 37. Otherwise, add lines 37 and 38, and enter				
	the smaller of that result or the amount from line 10 of the Schedule D Tax		1.47 0.21		
	Worksheet (as refigured for the AMT, if necessary)	39	147,931.		1 47 021
	Enter the smaller of line 36 or line 39			40	147,931. 1,033,595.
	Subtract line 40 from line 36			41	1,033,393.
42	If line 41 is \$175,000 or less (\$87,500 or less if married filing separately), multiply lin		• • •		
	Otherwise, multiply line 41 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing	-		40	285,907.
42	the result		·······	42	203,307.
43	Enter:	ı			
	• \$61,300 if married filing jointly or qualifying widow(er),	43	61,300.		
	• \$30,650 if single or married filing separately, or • \$41,050 if head of household.	43	01,500.		
44	Enter the amount from line 7 of the Qualified Dividends and Capital Gain				
**	Tax Worksheet in the instructions for Form 1040, line 44, or the amount from				
	line 14 of the Schedule D Tax Worksheet on page D-10 of the instructions for				
	, -				
	Schedule D (Form 1040), whichever applies (as figured for the regular tax). If		1,023,983.		
	you did not complete either worksheet for the regular tax, enter -0	44	1,023,903.		
45	Subtract line 44 from line 43. If zero or less, enter -0-	45	0.		
70	Subtract line 44 from line 45. If Zero of less, efficiend	~			
46	Enter the smaller of line 36 or line 37	46	147,924.		
47	Enter the smaller of line 45 or line 46	47			
48	Multiply line 47 by 5% (.05)			48	
49	Subtract line 47 from line 46	49	147,924.		
50	Multiply line 49 by 15% (.15)		<b>&gt;</b>	50	22,189.
	If line 38 is zero or blank, skip lines 51 and 52 and go to line 53. Otherwise, go	to line	51.		
51	Subtract line 46 from line 40	51	7.		
٠,	Subtract line 40 from line 40	<u> </u>			
52	Multiply line 51 by 25% (.25)		•	52	2.
53	Add lines 42, 48, 50, and 52			53	308,098.
54	If line 36 is \$175,000 or less (\$87,500 or less if married filing separately), multiply lin-				
	Otherwise, multiply line 36 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing	* ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '			
	the result	•		54	327,327.
<u>55</u>	Enter the smaller of line 53 or line 54 here and on line 31	<u></u>		55	308,098.
					Form <b>6251</b> (2006)