

**CONFIDENTIAL AGREEMENT FOR  
RECEIPT OF PARTIAL DISTRIBUTION**

The undersigned, ELIOT and CANDICE BERNSTEIN, individually, and ELIOT BERNSTEIN AND CANDICE BERNSTEIN, as parents and natural guardians of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein, hereby acknowledge that they (either Eliot or his children or both, as determined by the Court at later date) will receive from the Trustee of the above Trust the following:

Distribution in the amount of:

Payable to St. Andrews School, for the benefit of Daniel:	\$ 42,000.00
Payable to St. Andrews School, for the benefit of Jacob:	\$ 46,000.00
Payable to St. Andrews School, for the benefit of Joshua:	<u>\$ 45,500.00</u>
TOTALS	\$133,500.00

The Court has ordered that, if for any reason any of the children withdraw from or no longer attend the St. Andrews School, said school may not disburse any monies (excess payments or refunds if applicable) to anyone absent court order.

A condition of this distribution is the agreement by the undersigned to return to the Trustee, upon demand, any property determined by the Court to have been improperly received and its income since distribution or, if the undersigned not have the property, to return to the said Trustee the value of the property at the date of disposition and its income and gain received. The undersigned shall have no obligation to return the property unless it is determined by a Court to have been improperly distributed.

Further, if the Court determines that these payments to St. Andrews School should be treated as a distribution to Eliot's children, then payment for the benefit of the respective child will constitute part of any distribution to which each such child would be entitled. If the Court determines that these payments to St. Andrews School should be treated as a distribution to Eliot Bernstein individually, Eliot agrees that he would have used this money for the benefit of his children and he agrees the \$133,500.00 payment would constitute part of any distribution to which he would be entitled.

Initial:        ELIOT \_\_\_\_\_                      CANDICE \_\_\_\_\_

Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals shall be indemnified and held harmless from suit by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua, for making the above-listed payments to St. Andrews School.

If the Court determines that Daniel, Jacob and Joshua are beneficiaries of the Shirley Trust, the above-listed payments will constitute a partial distribution to the respective child in the amount set forth above.

If the Court determines that Eliot is a beneficiary of the Shirley Trust, the full amount of \$133,500 will constitute a partial distribution to Eliot and will count against any distribution to Eliot.

The fact that Eliot and Candice Bernstein have entered into this Agreement does not constitute an admission, concession or waiver by Eliot and Candice that any prior distributions to any parties other than Eliot or his children were proper, nor does entering this Agreement waive any other claims.

This Agreement was made voluntarily and not under any duress, pressure or coercion by the Trustee.

The distributions contemplated hereunder are subject to approval by the Probate Court, and have been approved by the Court at a hearing held August 19, 2014.

Pursuant to Order of the Court, the terms of this Agreement shall remain confidential and may not be provided to anyone other than the parties (parties may share on a confidential basis a copy of the Agreement with counsel advising them in this matter).

Dated this 19th day of August, 2014.

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ELIOT BERNSTEIN, individually and as parent and natural guardian of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein

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CANDICE BERNSTEIN, individually and as parent and natural guardian of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein