

**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

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**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](mailto:rspallina@tescherspallina.com)

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at [www.tescherspallina.com](http://www.tescherspallina.com)

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7/1/2010

TS000742

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LAW OFFICES  
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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.

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

Sincerely,



ROBERT L. SPALLINA

RLS/km

Enclosures

cc: Simon Bernstein (w/o enc.)  
Donald R. Tescher, Esq. (w/o enc.)

TS000744

**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 its 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.

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. Simon

OPPENHEIMER TRUST COMPANY

By: \_\_\_\_\_  
Name:  
Title:

STATE OF Illinois §

COUNTY OF Cook §

This instrument was acknowledged before me on this the 23 day of June, 2010, by Molly N. Simon.



Mary Anne Cothern  
Notary Public, State of Illinois

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 \_\_\_\_\_

**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 its 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]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

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;

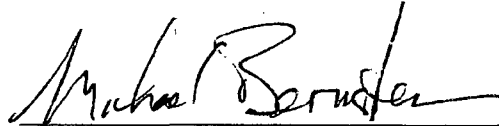
WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

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.

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:



STATE OF Florida §

COUNTY OF Palm Beach §

This instrument was acknowledged before me on this the 17<sup>th</sup> day of May, 2010, by Michael Bernstein.

NOTARY PUBLIC-STATE OF FLORIDA  
Diana Banks  
Commission #DD770917  
Expires: MAY 11, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

D Banks  
Notary Public, State of Florida

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 \_\_\_\_\_

**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 its 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]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

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;

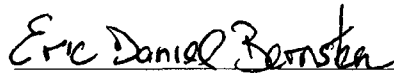
WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

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:

Title:

STATE OF Florida §

COUNTY OF Palm Beach §

May, 2010, This instrument was acknowledged before me on this the 17<sup>th</sup> day of  
by Eric D. Bernstein.

NOTARY PUBLIC-STATE OF FLORIDA  
Diana Barnes  
Commission # 10077017  
Expires: MAY 12 2011  
THRU ATLANTIC BONDING CO., INC.

DBank  
Notary Public, State of Florida

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 \_\_\_\_\_

**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 its 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]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

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;

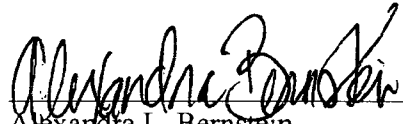
WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

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.

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

By: \_\_\_\_\_  
Name:  
Title:

STATE OF Florida §  
COUNTY OF Palm Beach §

This instrument was acknowledged before me on this the 17<sup>th</sup> day of May, 2010, by Alexandra L. Bernstein.

NOTARY PUBLIC-STATE OF FLORIDA  
 Diana Banks  
Commission #DD770917  
Expires: MAY 11, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

D Banks  
Notary Public, State of Florida

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 \_\_\_\_\_

N: \WPDATA \drt \ Bernstein, Shirley & Simon \ Grandchildren's Trusts Successor Trustee Appointments

<u>Name</u>	<u>Size</u>	<u>Type</u>	<u>Last Modified</u>
✓ Alexandra Bernstein Appointment of Successor Trustee.DOC	33KB		Microsoft Word Document
	5/10/2010 4:45 PM		
✓ Carly Esther Friedstein Petition for Appointment of Successor Trustee.wpd	9,696	WordPerfect 12 Document	3/23/2010 2:24 PM
✓ Daniel Bernstein Petition for Appointment of Successor Trustee.wpd	9,814	WordPerfect 12 Document	3/23/2010 2:38 PM
✓ Eric Bernstein Appointment of Successor Trustee.DOC	29KB		Microsoft Word Document
	3/23/2010 2:33 PM		
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 Iantoni.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 Trustee.wpd	9,807	WordPerfect 12 Document	3/23/2010 2:38 PM
✓ Joshua Bernstein Petition for Appointment of Successor Trustee.wpd	9,817	WordPerfect 12 Document	3/23/2010 2:42 PM
✓ Julia Iantoni Petition for Appointment of Successor Trustee.wpd	10,010	WordPerfect 12 Document	3/23/2010 2:44 PM
	3/23/2010 2:44 PM		
Max Friedstein Petition for Appointment of Successor Trustee.wpd	10,118	WordPerfect 12 Document	3/23/2010 2:47 PM
✓ Michael Bernstein Appointment of Successor Trustee.DOC	34KB		Microsoft Word Document
	5/10/2010 4:45 PM		
✓ Molly Simon Appointment of Successor Trustee.DOC	29KB	Microsoft Word Document	3/23/2010 2:33 PM
Simon Bernstein - Diana ltr 05-10-10.wpd	6,810	WordPerfect 12 Document	5/10/2010 4:47 PM
Simon Bernstein ltr 03-23-10.wpd	7,105	WordPerfect 12 Document	3/23/2010 3:37 PM



**Robert Spallina**

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**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

*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](http://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](mailto:rspallina@tescherspallina.com)

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at [www.tescherspallina.com](http://www.tescherspallina.com)

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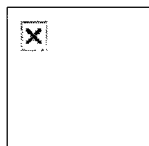
**From:** Diana Banks [mailto:diana@lifeinsuranceconcepts.com]

6/28/2010

**Sent:** Monday, June 28, 2010 10:38 AM  
**To:** Robert Spallina  
**Subject:** Molly

*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](mailto:Diana@LifeInsuranceConcepts.com)

[www.LifeInsuranceConcepts.com](http://www.LifeInsuranceConcepts.com)

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6/28/2010

TS000759

**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 its 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]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

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.

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:

STATE OF Florida §  
  §  
COUNTY OF Palm Beach §

May This instrument was acknowledged before me on this the 17<sup>th</sup> day of  
\_\_\_\_\_, 2010, by Michael Bernstein.

NOTARY PUBLIC-STATE OF FLORIDA  
Diana Banks  
Commission #DD770917  
Expires: MAY 11, 2012  
BONDED THRU ATLANTIC BONDING CO, INC.

D Banks  
\_\_\_\_\_  
Notary Public, State of Florida

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

                  This instrument was acknowledged before me on this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2010, by \_\_\_\_\_,  
Trust Company, as the act and deed and on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**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 its 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]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

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:  
Title:

STATE OF Florida §  
COUNTY OF Palm Beach §

May This instrument was acknowledged before me on this the 17<sup>th</sup> day of  
2010, by Eric D. Bernstein.

NOTARY PUBLIC STATE OF FLORIDA  
Diana E. ...  
Commission # ... 7  
Expires: MAY ...  
THRU ATLANTIC BONDING CO., INC.

DBank  
Notary Public, State of Florida

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 \_\_\_\_\_



**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 its 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]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

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;

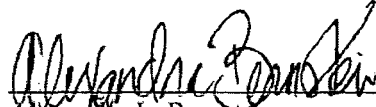
WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

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.

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

By: \_\_\_\_\_  
Name:  
Title:

STATE OF Florida §  
COUNTY OF Palmer Beach §

This instrument was acknowledged before me on this the 17<sup>th</sup> day of May, 2010, by Alexandra L. Bernstein.

NOTARY PUBLIC-STATE OF FLORIDA  
Diana Banks  
Commission #DD770917  
Expires: MAY 11, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

D Banks  
Notary Public, State of Florida

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 \_\_\_\_\_

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

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.

Sincerely,



ROBERT L. SPALLINA

RLS/km

Enclosures



## Shipment Receipt

**Outbound Shipment  
Address Information**

Ship to:	Ship from:
Diana Banks	Kimberly Moran
TESCHER & SPALLINA	TESCHER & SPALLINA
950 PENINSULA CORPORATE CIR STE 3010	4855 Technology Way Suite 720
BOCA RATON, FL	BOCA RATON, FL
33487-1387	33431
US	US
561-988-8984	5619977008

**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.:

**Return Shipment  
Address Information**

Ship to:	Ship from:	Ship
Kimberly Moran	Kimberly Moran	Diana Banks
TESCHER & SPALLINA	TESCHER & SPALLINA	Life Insurance Concepts
4855 Technology Way	4855 Technology Way	950 PENINSULA CORPORATE CIR
Suite 720	Suite 720	STE 3010
BOCA RATON, FL	BOCA RATON, FL	BOCA RATON, FL
33431	33431	33487-1387
US	US	US
5619977008	5619977008	561-988-8984

**Shipping 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.:

**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 its 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]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

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.

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

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Alexandra L. 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 \_\_\_\_\_



**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 its 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]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

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:  
Title:



**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 its 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]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

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.

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:

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

                  This instrument was acknowledged before me on this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2010, by Michael 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 \_\_\_\_\_

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

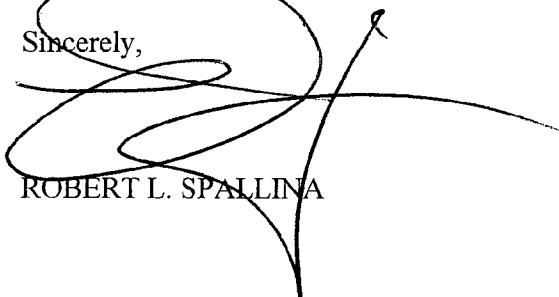
**Re: Bernstein Family**

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.

Sincerely,



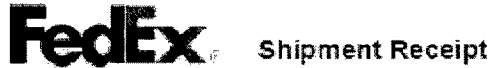
ROBERT L. SPALLINA

RLS/km

Enclosures

cc: Christopher Prindle  
Donald R. Tescher, Esq.

TS000780



## Shipment Receipt

**Outbound Shipment  
Address Information**

Ship to:	Ship from:
Simon L. Bernstein	Kimberly Moran
TESCHER & SPALLINA	TESCHER & SPALLINA
950 PENINSULA CORPORATE CIR STE 3010	4855 Technology Way 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:	Ship
Kimberly Moran	Simon L. Bernstein	
TESCHER & SPALLINA	TESCHER & SPALLINA	Life Insurance Concepts
4855 Technology Way	4855 Technology Way	950 PENINSULA CORPORATE CIR
Suite 720	Suite 720	STE 3010
BOCA RATON, FL	BOCA RATON, FL	BOCA RATON, FL
33431	33431	334871387
US	US	US
5619977008	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  
Telephone: (561) 997-7008  
Fax: (561) 997-7308

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

Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

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

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

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

Signed on \_\_\_\_\_, 2010.

\_\_\_\_\_  
Lisa Friedstein, Petitioner

\_\_\_\_\_  
Jeff Friedstein, Petitioner

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

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

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

PROBATE DIVISION  
FILE NUMBER:

---

**PETITION TO APPOINT SUCCESSOR TRUSTEE**

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

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

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

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

Signed on \_\_\_\_\_, 2010.

\_\_\_\_\_  
Eliot Bernstein, Petitioner

\_\_\_\_\_  
Candice Bernstein, Petitioner

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

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

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

PROBATE DIVISION  
FILE NUMBER:

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

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

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

Signed on \_\_\_\_\_, 2010.

\_\_\_\_\_  
Eliot Bernstein, Petitioner

\_\_\_\_\_  
Candice Bernstein, Petitioner

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



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

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

PROBATE DIVISION  
FILE NUMBER:

---

**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]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
8. Eliot Bernstein and Candice Berstein as parents and natural guardians of the Trust's beneficiary, Joshua Z. Bernstein, a minor born on August 27, 1997, desire to exercise Joshua Z. Bernstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

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

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

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

Signed on \_\_\_\_\_, 2010.

\_\_\_\_\_  
Eliot Bernstein, Petitioner

\_\_\_\_\_  
Candice Bernstein, Petitioner

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

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: 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]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
8. 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.

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

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

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

Signed on \_\_\_\_\_, 2010.

\_\_\_\_\_  
Guy Iantoni, Petitioner

\_\_\_\_\_  
Jill Iantoni, Petitioner

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

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: 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.

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

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

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

Signed on \_\_\_\_\_, 2010.

\_\_\_\_\_  
Lisa Friedstein, Petitioner

\_\_\_\_\_  
Jeff Friedstein, Petitioner

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

**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 its 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]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

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.

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:  
Title:



STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Alexandra L. 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 \_\_\_\_\_

**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 its 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]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

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.

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. Simon

OPPENHEIMER TRUST COMPANY

By: \_\_\_\_\_  
Name:  
Title:



**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 its 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]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

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:

Title:



**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/Iantoni 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/Iantoni 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 BernsteinAppointment 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.**

3/11/2010

TS000805



**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]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

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. 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:



**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]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

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. 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

OPPENHEIMER TRUST COMPANY

By: \_\_\_\_\_  
Name:  
Title:



**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]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

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.

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:  
Title:



STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

                  This instrument was acknowledged before me on this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2010, by Alexandra L. 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 \_\_\_\_\_

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  
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:

1. Daniel Bernstein Irrevocable Trust dated September 7, 2006
2. Carly Esther Friedstein Irrevocable Trust dated September 7, 2006
3. Jake Bernstein Irrevocable Trust dated September 7, 2006
4. Max Friedstein Irrevocable Trust dated September 7, 2006
5. Julie Iantoni Irrevocable Trust dated September 7, 2006
6. Joshua Z. Bernstein Irrevocable Trust dated September 7, 2006

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.

Sincerely,



ROBERT L. SPALLINA

RLS/km

Enclosures

cc: Margaret Brown (w/o enc.)  
Simon Bernstein (w/o enc.)  
Donald R. Tescher, Esq. (w/o enc.)

TS000815

2010 JUL - 8 AM 9:43  
SHARON R. BOOK  
PALM BEACH COUNTY CLERK  
SOUTH CITY BRANCH OFFICE

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

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

PROBATE DIVISION  
FILE NUMBER:

502010CP00 3123 XXXXSB

**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.
- (C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

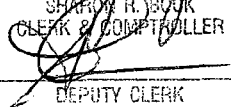
  
\_\_\_\_\_  
CIRCUIT COURT JUDGE

STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office.

THIS 8 DAY OF July, 2010

SHARON R. BOOK  
CLERK & COMPTROLLER

By   
DEPUTY CLERK

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006

2010 JUL -8 AM 9:42  
SHARON R. BOCK  
PALM BEACH COUNTY  
SOUTH CITY BRANCH

PROBATE DIVISION  
FILE NUMBER:

502010CP003124XXXSA

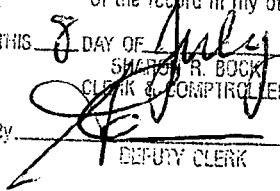
**FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE**

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.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

  
\_\_\_\_\_  
CIRCUIT COURT JUDGE

STATE OF FLORIDA - PALM BEACH COUNTY  
I hereby certify that the foregoing is a true copy of the record in my office.  
THIS 8 DAY OF July 2010  
SHARON R. BOCK  
CLERK & COMPTROLLER  
By   
DEPUTY CLERK

SHARON R. BOOK  
PALM BEACH COUNTY  
SOUTH CITY BRANCH  
2010 JUL - 8 AM 9:43

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

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

PROBATE DIVISION  
FILE NUMBER:

502010CP003125XXXXSB

**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 8 day of July 2010.

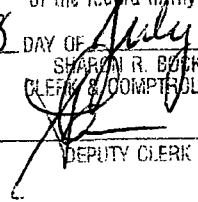
  
\_\_\_\_\_  
CIRCUIT COURT JUDGE

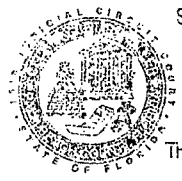
STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office.

THIS 8 DAY OF July, 2010

SHARON R. BOOK  
CLERK & COMPTROLLER

By   
DEPUTY CLERK



2010 JUL - 8 AM 9:43  
SHARON R. BOZAK  
PALM BEACH COUNTY  
SOUTH CITY PALM BEACH

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: MAX FRIEDSTEIN IRREVOCABLE  
TRUST dated September 7, 2006

PROBATE DIVISION  
FILE NUMBER:

502010 CP003126XXXXSB

**FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE**

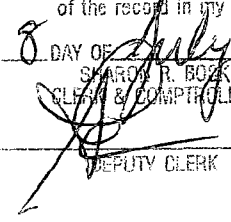
THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by LISA FRIEDSTEIN and JEFF FRIEDSTEIN as parents and natural guardians of MAX FRIEDSTEIN, a minor, as sole beneficiary of the MAX FRIEDSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument 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.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

  
\_\_\_\_\_  
CIRCUIT COURT JUDGE



STATE OF FLORIDA - PALM BEACH COUNTY  
I hereby certify that the foregoing is a true copy of the record in my office.  
THIS 8 DAY OF July, 2010  
SHARON R. BOZAK  
CLERK & COMPTROLLER  
By  DEPUTY CLERK

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JULIA IANTONI IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION  
FILE NUMBER:

2010 JUL -8 AM 9:43  
SHARON R. BOZIK  
PALM BEACH COUNTY  
SOUTH CITY BRANCH

502010 CP00 3127XXXXSB

**FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE**

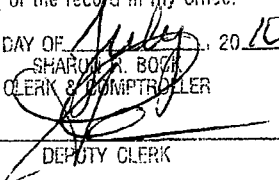
THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by GUY IANTONI and JILL IANTONI as parents and natural guardians of JULIA IANTONI, a minor, as sole beneficiary of the JULIA IANTONI IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of 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.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.

  
\_\_\_\_\_  
CIRCUIT COURT JUDGE



STATE OF FLORIDA - PALM BEACH COUNTY  
I hereby certify that the foregoing is a true copy of the record in my office.  
THIS 8 DAY OF July, 2010  
SHARON R. BOZIK  
CLERK & COMPTROLLER  
By   
DEPUTY CLERK

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 003128XXXX58

2010 JUL -8 AM 9:43  
SHARON R. ROCK  
PALM BEACH COUNTY  
SOUTH CITY BRANCH

**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 8 day of July 2010.

  
\_\_\_\_\_  
CIRCUIT COURT JUDGE



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office.

THIS 8 DAY OF July, 2010

SHARON R. ROCK  
CLERK & COMPTROLLER

By   
DEPUTY CLERK



**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 UNDERSIGNED has executed this Acceptance by Successor Trustee on this \_\_\_\_ day of \_\_\_\_\_, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this \_\_\_\_\_ day of July, 2010, by \_\_\_\_\_ as \_\_\_\_\_ of OPPENHEIMER TRUST COMPANY.

\_\_\_\_\_  
Signature - Notary Public

\_\_\_\_\_  
Print, type or stamp name of Notary Public

- Personally Known
- Produced Identification/Type of Identification Produced \_\_\_\_\_

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 WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this \_\_\_\_ day of \_\_\_\_\_, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this \_\_\_\_\_ day of July, 2010, by \_\_\_\_\_ as \_\_\_\_\_ of OPPENHEIMER TRUST COMPANY.

\_\_\_\_\_  
Signature - Notary Public

\_\_\_\_\_  
Print, type or stamp name of Notary Public

- Personally Known
- Produced Identification/Type of Identification Produced \_\_\_\_\_

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this \_\_\_\_\_ day of July, 2010, by \_\_\_\_\_ as \_\_\_\_\_ of OPPENHEIMER TRUST COMPANY.

\_\_\_\_\_  
Signature - Notary Public

Print, type or stamp name of Notary Public

- Personally Known
- Produced Identification/Type of Identification Produced \_\_\_\_\_

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 UNDERSIGNED has executed this Acceptance by Successor Trustee on this \_\_\_\_ day of \_\_\_\_\_, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this \_\_\_\_\_ day of July, 2010, by \_\_\_\_\_ as \_\_\_\_\_ of OPPENHEIMER TRUST COMPANY.

\_\_\_\_\_  
Signature - Notary Public

\_\_\_\_\_  
Print, type or stamp name of Notary Public

- Personally Known
- Produced Identification/Type of Identification Produced \_\_\_\_\_

**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 UNDERSIGNED has executed this Acceptance by Successor Trustee on this \_\_\_\_ day of \_\_\_\_\_, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this \_\_\_\_\_ day of July, 2010, by \_\_\_\_\_ as \_\_\_\_\_ of OPPENHEIMER TRUST COMPANY.

\_\_\_\_\_  
Signature - Notary Public

\_\_\_\_\_  
Print, type or stamp name of Notary Public

- Personally Known
- Produced Identification/Type of Identification Produced \_\_\_\_\_

**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 UNDERSIGNED has executed this Acceptance by Successor Trustee on this \_\_\_\_ day of \_\_\_\_\_, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this \_\_\_\_\_ day of July, 2010, by \_\_\_\_\_ as \_\_\_\_\_ of OPPENHEIMER TRUST COMPANY.

\_\_\_\_\_  
Signature - Notary Public

\_\_\_\_\_  
Print, type or stamp name of Notary Public

- Personally Known
- Produced Identification/Type of Identification Produced \_\_\_\_\_

**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](mailto:rspallina@tescherspallina.com)

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at [www.tescherspallina.com](http://www.tescherspallina.com)

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

---

**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.

7/8/2010

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](mailto: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.  
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Boca Raton, Florida 33431  
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7/8/2010



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7/8/2010

TS000830

## Robert Spallina

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**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.

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7/7/2010

TS000831

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7/7/2010

TS000832

***TRUST AGREEMENT***  
***FOR THE***  
***MOLLY N. SIMON IRREVOCABLE TRUST***

*September 7, 2006*

**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 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:

INITIALS \_\_\_\_\_  
MOLLY N. SIMON IRREVOCABLE TRUST

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

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

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

**ARTICLE 5**  
**PROVISIONS GOVERNING TRUSTEES**

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

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

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

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

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

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

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

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

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

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

**5.10 Successor Trustee.** In the event the initial Trustee, 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.



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

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

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

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

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

**7.9 Indirect Distributions.** To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7.28 Transfer Situs.** To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint

a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

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

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

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

**ARTICLE 8  
SUBCHAPTER S STOCK**

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal

Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

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

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

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

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

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

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

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the

beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

**ARTICLE 9  
PERPETUITIES PROVISION**

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

**ARTICLE 10  
ADMINISTRATION AND CONSTRUCTION**

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

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

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

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

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

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

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts.

The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

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

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

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

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

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

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

## ARTICLE 11 MISCELLANEOUS PROVISIONS

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

(a) **Trustees.**

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INITIALS \_\_\_\_\_  
MOLLY N. SIMON IRREVOCABLE TRUST



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

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

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

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

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

(c) **Other Terms.**

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

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

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

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

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

**11.4 Certifications.**

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

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

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

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

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

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

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

Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Juliana M

Simon Bernstein

Tracey H J

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Juliana M

Gerald R. Lewin

Tracey H J

Two witnesses as to Gerald R. Lewin

**Schedule A**  
**Initial Transfers to Trust**

Transfer of 6 shares of LIC Holdings, Inc.



**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**

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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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Please visit our website @ [www.stanfordtrustco.com](http://www.stanfordtrustco.com)

**Molly Simon**  
 c/o Simon Bernstein  
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 Delray Beach, FL 33446