

- ii. the admitted Fraud on the Court by SPALLINA,
- iii. the identity theft in filing official records,
- iv. the admission by SPALLINA at the Hearing of “involvement” in MORAN’S felony acts,
- v. the PERJURED STATEMENTS and LIES to Your Honor in Court to further fraud the Court and beneficiaries by MANCERI, SPALLINA AND TED et al.,
- vi. TED acting as “Successor to the Estate” with no Letters of Administration and then selling real property of the estate of SHIRLEY and personal property, including but not limited to, JEWELRY, ART, home furnishings and more, while acting in these false titles and
- vii. an Insurance Fraud alleged taking place,

where this Court should take all these acts together and not look at this as a one off crime by MORAN as they would have Your Honor believe but as an ominous sign of real Emergencies, a “Fire on the Mountain” and this Court should not only take instant actions to correct and stop the criminal activity further and put out the fires but now look deeper into the question of WHY and HOW these events are all transpiring. Was for example SIMON murdered as alleged by TED hours after SIMON died and these acts were all premeditated?

445. That if SIMON was murdered, by whom, how many partook and who profited and gained? Were the documents to change the estates part of a coordinated attack post mortem, aided by TED’S close business associate and apparently “client” of TSPA, TESCHER and SPALLINA as learned in the hearing, evidenced already in the acts of MORAN and SPALLINA, TSPA and TESCHER, where once the fraudulent and forged documents were

in place giving them fiduciary and professional powers, then began a feeding frenzy to loot the assets in the estate, beginning the moment SIMON died.

446. That in fact the crimes started after SHIRLEY died when SIMON was loved sickened as his daughters preyed upon her personal affects, jewelry and clothing valued in the millions claiming they were removing it from SIMON and the estate to “protect it” from MARITZA and WALKER, acting like a pack of wolves or vultures, not a care for the wishes of SIMON and SHIRLEY, not a care that their names were forged on fraudulent documents in their parents estate, as long as it benefited them.
447. That what was the estate really worth to make children and estate counsel commit these crimes, where SIMON was a man whose companies and assets were worth millions upon millions, earning millions every year for years, where SIMON’S best and longest friend estimated his net worth between fifty to hundred million. If it was nothing, what is the big secret in releasing information to the beneficiaries due them legally and need for all these crimes and efforts to claim there is nothing there? What appears to be there is a worthy motive for greed diseased minds it appears to commit all kinds of criminal acts.
448. That the four children of SIMON with estate counsel have ravaged and pillaged the estates like a band of thieves, committing countless crimes along the way, perhaps murder, as the alleged murder will have to be analyzed now in relation to the new admitted evidence of further felony acts than just MORAN’S, including using dead people whose signatures are forged for them and then presenting these deceitful illegal documents to the Court as part of larger frauds. Again, they have not only committed crimes and violated law upon law but they have also desecrated the fifth commandment “To Honor Thy Father and Mother<sup>8</sup>”

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<sup>8</sup> Using the Talmudic Interpretation @ [http://en.wikipedia.org/wiki/Ten\\_Commandments](http://en.wikipedia.org/wiki/Ten_Commandments)

by attempting to thwart their last wishes, perhaps why they were excluded in certain instances by SIMON and SHIRLEY.

449. That finally, in all that has already been stolen fraudulently off the estates, they have not given ELIOT, CANDICE and their CHILDREN a single trinket and ELIOT would not take anything knowing it was a part of FRAUD and has not to this date.

450. Finally, finally, as ELIOT'S son will kill him if this next statement does not appear here in the record in regard to his automobile that has been hijacked by SPALLINA and TED. SPALLINA and TED have refused with scienter to turn title of a car given as a gift to ELIOT'S oldest son by SIMON two weeks before he passed away, on ELIOT'S son's 15<sup>th</sup> birthday as his birthday present, a KIA Soul.

451. That SPALLINA and TED have refused to insure or give the title over to ELIOT'S son and may have secreted and destroyed the title and further exposed the estate to risk if anything were to happen with the uninsured vehicle, more of their "great" professional and fiduciary acts. Whereby ELIOT'S son is now still unable to drive the vehicle for over a year and as ELIOT'S son recently turned 16 and each day for over a year he walks past the car parked on the street and thinks of his grandfather who he loved and his grandmother who he loved a bit more, that he had brunch with for 12 years of his life, every Sunday, like a good and loving person he is and is heartbroken. And we, ELIOT and CANDICE, we weep for him that the cause of this denial of his car is the fault of his uncle and a few really slimy lawyers a law firm that have cheated him and us too, the only ones who loved SIMON and SHIRLEY and who were with them to the end and who they loved back until end and did so much to protect our lives in their plans from their other children and others preying upon them. SO PLEASE Your Honor, do the honorable thing and turn this exempt

property over to the child who it was given to as a gift from a dying man to his grandson, however a judge can do that, order it done, for this is really spiteful on a minor child, kinda like cutting off electricity, food, housing and school on three minor children with intent overnight and putting their lives in grave danger, creating an admitted by SPALLINA “emergency” and no matter how Your Honor slices it, these are all emergency reasons to call in the guards and more.

452. That if Your Honor denies the reliefs requested herein under the factual evidence of criminal acts admitted and acknowledged by estate counsel and others, please take this instant Motion as a Motion to Disqualify Your Honor, as it would appear that Your Honor is conflicted with the matters as the fraud has occurred under Your nose and with Your stamp of approval, allowing the greater crimes to be committed and then if once knowledgeable Your Honor continues to delay relief and allow those whose violated the sanctity of Your Court to cause further harm to beneficiaries who are under Your Honor’s legal obligation to protect, especially from crimes hosted and facilitated through Your Court and instead make the emergency worse each day since the Hearing on the victims, as no relief has yet been granted to prevent these damages and cause greater stress on ELIOT and his family, the good guys, and not read Miranda’s to the bad guys and try them for their crimes, well, it looks as if this Court is a part of the crimes. Not saying that it is yet this way but really it would appear so from Your Honor’s recent Orders to allow them to continue to operate as fiduciaries and move this Court, which appears to further aids and abets the crimes and allow them to continue.

453. That however, in fairness that Your Honor might just be getting to delve deeper into the Petitions 1-7 allegations and requests for relief, after learning of the shocking admissions

of felony crimes in Your Court and outside the Court and now take immediate appropriate actions to notify the proper authorities, turn over documents to ELIOT, recover the assets, right the wrongs, provide all the emergency reliefs sought in the Petitions 1-7 filed and those herein, as ELIOT'S family prays Your Honor will do the right thing now in light of these facts.

454. That ELIOT and his family too are also shocked and angered to learn of the fraud and forgery and use of a dead man, nicknamed "Bernie," my father as if alive, to effectuate such a gross crime scene and know that we judge and give Honor to only those who earn that earn Honor by upholding Justice, where my father always told me, "never judge a book by its cover" and "judge every man on his own actions," and so we await Your Honor's ruling on the EMERGENCY reliefs sought to prevent further DAMAGES to the VICTIMS and prevent further CRIMES from being committed!

**WHEREFORE, ELIOT PRAYS FOR THIS COURT:**

- I. TO SEIZE ALL DOCUMENTS, RECORDS AND ASSETS OF THE ESTATES AND PUT THEM UNDER YOUR HONOR'S GUARDIANSHIP FOR THE TIME BEING UNTIL EVERYTHING CAN BE ADJUDICATED PROPERLY, INCLUDING FORCING ALL PARTIES WHO HAVE REMOVED A SINGLE IOTA OF PROPERTY FROM THE ESTATES SINCE THE DATE OF SHIRLEY'S DEATH TO PRESENT TO RETURN ALL ITEMS AND LIST ANY ITEMS THAT HAVE BEEN SOLD, TRADED, ETC. FOR PROPER DISTRIBUTION TO THE PROPER BENEFICIARIES.

- II. TO COMPEL AND ORDER ALL DOCUMENTS BOTH CERTIFIED AND VERIFIED REGARDING ESTATES OF SHIRLEY AND SIMON (SIMON'S DOCUMENT ARE REQUESTED AS IT RELATES TO SHIRLEY'S ALLEGED CHANGES IN BENEFICIARIES) BE SENT TO ELIOT AND HIS CHILDREN IMMEDIATELY IN PREPARATION FOR THE EVIDENTIARY HEARING ORDERED BY THIS COURT.
- III. TO FOLLOW UP ON SEPTEMBER 13, 2013 HEARING AND CLARIFY AND SET STRAIGHT THE RECORD.
- IV. TO ORDER IMMEDIATE, EMERGENCY RELIEF!!!, INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT, CANDICE & THEIR THREE MINOR CHILDREN DUE TO ADMITTED AND ACKNOWLEDGED FRAUD BY FIDUCIARIES OF THE ESTATE OF SHIRLEY AND ALLEGED CONTINUED EXTORTION.
- V. TO IMMEDIATELY CORRECT THE BENEFICIARIES OF THE ESTATE BASED ON PRIOR CLOSING OF THE ESTATE THROUGH FRAUD ON THE COURT BY USING FRAUDULENT DOCUMENTS SIGNED BY SIMON WHILE HE WAS DEAD AND POSITED BY SIMON IN THIS COURT WHEN HE WAS DEAD AS PART OF A LARGER FRAUD ON THE ESTATE BENEFICIARIES
- VI. TO ASSIGN NEW PERSONAL REPRESENTATIVES AND ESTATE COUNSEL TO THE ESTATE OF SHIRLEY FOR BREACHES OF FIDUCIARY DUTIES AND TRUST, VIOLATIONS OF PROFESSIONAL ETHICS, VIOLATIONS OF LAW, INCLUDING BUT NOT LIMITED TO ADMITTED AND ACKNOWLEDGED FRAUD, ADMITTED AND ACKNOWLEDGED FRAUD ON THE COURT,

ALLEGED FORGERY, INSURANCE FRAUD, REAL PROPERTY FRAUD AND MORE

- VII. TO ASSIGN GUARDIAN AD LITUM FOR THE CHILDREN OF TED, P. SIMON, IANTONI AND FRIEDSTEIN AND ASSIGN A TRUSTEE AD LITUM FOR TED FOR CONFLICTS OF INTEREST, CONVERSION AND MORE.
- VIII. TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ASSETS" ON SEPTEMBER 24TH FOR ERRORS AND MORE.
- IX. TO RECONSIDER AND RESCIND ORDER ISSUED BY THIS COURT "AGREED ORDER TO REOPEN THE ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES" ON SEPTEMBER 24TH FOR ERRORS AND MORE.
- X. TO RELEASE COPIES OF ALL DOCUMENTS AND RECORDS PERTAINING TO THE ESTATE OF SHIRLEY AND SIMON AND THOSE DOCUMENTS RELATED TO THE ENTITIES IN EXHIBIT 4 TO ELIOT IMMEDIATELY TO PREPARE FOR THE UPCOMING EVIDENTIARY HEARING AND AS DUE TO HIM BY LAW AS A BENEFICIARY.
- XI. TO REMOVE TED FROM ANY FIDUCIARY CAPACITIES IN THE ESTATE FOR ACTS ALREADY DONE THAT BREACH FIDUCIARY DUTIES AND TRUST AND LAW.
- XII. TO SEIZE THE RECORDS OF TSPA, TESCHER, SPALLINA, MANCERI AND TED.
- XIII. TO SECURE COUNSEL FOR ELIOT, HIS CHILDREN AND THE OTHER GRANDCHILDREN SO THAT THEY MAY BE PROPERLY REPRESENTED BY COUNSEL AT HEARINGS AND IN PLEADINGS IN THE FUTURE.

- XIV. TO ORDER FORENSIC EXPERTS TO EXAMINE ALL DOCUMENTS AND RECORDS IN THE ESTATES OF BOTH SHIRLEY AND SIMON AS THEY RELATE TO SHIRLEY AND FORCE THE PARTIES WHO HAVE CREATED THIS MESS THROUGH CRIMINAL ACTS UPON THIS COURT AND OTHERS TO PAY ALL EXPENSES TO COVER THE COSTS AND POST FURTHER BONDS AND SURETY AND ANY OTHER RELIEF YOUR HONOR SEES FIT TO PROTECT THE ESTATE AND ULTIMATE BENEFICIARIES FROM ANY OF THESE COSTS DUE TO THE ACTS OF OTHERS WHO COMMITTED THE CRIMES AND HAVE CAUSED DAMAGES TO THE BENEFICIARIES.
- XV. TO DEMAND ALL INSURANCE AND BONDING INFORMATION AND POLICIES OF TSPA, SPALLINA, TESCHER, MANCERI, BAXLEY AND MORAN BE TURNED OVER TO ELIOT IMMEDIATELY AND DEMAND THAT THEY REPORT THESE MATTERS TO THEIR CARRIERS AND PROVIDE PROOF OF SUCH TO THIS COURT AND ELIOT. ELIOT IS SURPRISED THAT ATTORNEYS FOR COMPANIES BONDING OR INSURING THE LIABILITIES OF MORAN AND SPALLINA HAVE NOT APPEARED ALREADY IN THESE MATTERS AND HOW THEY WOULD ALLOW TSPA, TESCHER AND SPALLINA TO CONTINUE TO REPRESENT PARTIES AND THEMSELVES IN THESE MATTERS AFTER THEIR ADMISSION TO THEIR INVOLVEMENT IN FRAUD, FRAUD ON THE COURT AND MORE.
- XVI. TO RELEASE ALL COURT DOCUMENTS AND RECORDS IN THESE MATTERS TO ELIOT THAT MAY NOT APPEAR IN THE PUBLIC DOCKET FOR INSPECTION AND REVIEW PRIOR TO THE SCHEDULED EVIDENTIARY



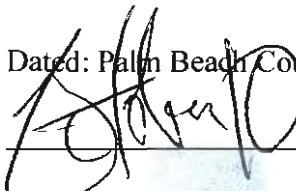
HEARING, AS IT WAS APPARENT THAT YOUR HONOR WAS LOOKING AT DOCUMENTS IN THE COURT FILE AT THE HEARING THAT ELIOT DID NOT THINK HE HAD BEEN PRIVY TO FROM THE PUBLIC RECORD. THAT ANY CORRESPONDENCES THE COURT FINDS CONFIDENTIAL IN ANY MANNER NEED BE IDENTIFIED AND MARKED AS EXCLUDED DUE TO THEIR CONFIDENTIALITY.

- XVII. **TO REVIEW ALL PRIOR MOTIONS AND PETITIONS 1-7 AND REVIEW ALL RELIEFS SOUGHT BY ELIOT IN EACH AND TAKE JUDICIAL NOTICE OF THE FELONY CRIMINAL ACTS ADMITTED AND ACKNOWLEDGED IN THE MATTERS AND GRANT OR DENY EACH AND EVERY REQUESTED RELIEF THAT HAS BEEN STYMIED AND DELAYED THUS FAR IN PETITIONS 1-7 FOR MONTHS.**
- XVIII. **TO GRANT IMMEDIATE EMERGENCY INTERIM DISTRIBUTIONS AND FAMILY ALLOWANCE FOR ELIOT AS DESCRIBED HEREIN AND IN PETITION 7.**
- XIX. **TO TAKE JUDICIAL NOTICE OF THE FELONY CRIMES COMMITTED AND NOTIFY ALL PROPER AUTHORITIES TO BEGIN IMMEDIATE INVESTIGATIONS OF, FRAUD, FRAUD ON THE COURT, IDENTITY THEFT, PERJURY, INSURANCE FRAUD, THEFT OF PERSONAL PROPERTY, FORGERY AND MURDER AND ANY OTHER CRIME YOUR HONOR FINDS THROUGH HIS OWN INVESTIGATION OF THESE MATTERS.**
- XX. **TO FORCE ALL RESPONDENTS TO RESPOND TO THE PETITIONS 1-7 AND THIS ONE AND**

XXI. TO ORDER ANY OTHER RELIEF THIS COURT AND YOUR HONOR DEEM APPROPRIATE.

**NOTE TO COURT:** All Uniform Resource Locators ( URL's ) and the contents of those URL's are incorporated in entirety by reference herein to be included in your hard copy file WITH ALL EXHIBITS, as part of this filing. Due to allegations alleged by former New York State Supreme Court Attorney and Attorney Misconduct Expert, Whistleblower Christine C. Anderson regarding Document Destruction in Official Court and Prosecutorial Proceedings and Tampering with Official Complaints and Records, please PRINT all referenced URL's and their corresponding exhibits and attach them to your hard copy file of this Correspondence, as this is now necessary to ensure fair and impartial review and insure that documents are not being tampered with in transit or in-house. Further, new evidence in the Iviewit RICO shows that Senior Ranking Officials of the New York Supreme Court and its Disciplinary Departments violated Anderson and the Plaintiffs in the legally related lawsuits by Federal Judge Shira A. Scheindlin to Anderson, rights, by Violations of the Patriot Act against them in efforts to "Obstruct Justice" and further MISUSED FUNDS AND RESOURCES OF THE JOINT TERRORISM TASK FORCE TO MONITOR THEM DAILY, INTERFERE WITH THEIR LEGAL CASES AND CRIMINAL COMPLAINTS, DENY THEM DUE PROCESS and more.

In order to confirm that NO DOCUMENT DESTRUCTION OR ALTERCATIONS have occurred in this instance, once docketed please return a copy of this correspondence with all exhibits and materials included, to Eliot I. Bernstein at the address listed herein. This will insure that all parties are reviewing the same documentation and no additional illegal activity is taking place. If you, for any reason, are incapable of providing this confirmation copy, please put your reasons for failure to comply in writing and send that to Eliot I. Bernstein at the address listed herein. Note, that this is a request only for a copy of this Correspondence and the referenced materials and NOT a request for any Case Investigation or protected or confidential information, which may be protected by law.

Dated: Palm Beach County, FL  
  
2013

Respectfully submitted,

  
Eliot I. Bernstein  
2753 NW 34<sup>th</sup> St.  
Boca Raton, FL 33434  
(561) 245-8588

## **PROOF OF SERVICE BY E-MAIL**

I, Eliot Ivan Bernstein, the Petitioner certify that on 28<sup>th</sup> day of August, 2013 I served this notice of motion by emailing a copy to all of the following:

### **Respondents sent US Mail and Email**

Robert L. Spallina, Esq.  
Tescher & Spallina, P.A.  
Boca Village Corporate Center I  
4855 Technology Way  
Suite 720  
Boca Raton, FL 33431  
[rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)

Donald Tescher, Esq.  
Tescher & Spallina, P.A.  
Boca Village Corporate Center I  
4855 Technology Way  
Suite 720  
Boca Raton, FL 33431  
[dtescher@tescherspallina.com](mailto:dtescher@tescherspallina.com)

Theodore Stuart Bernstein  
Life Insurance Concepts  
950 Peninsula Corporate Circle, Suite 3010  
Boca Raton, Florida 33487  
[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

### **Interested Parties and Trustees for Beneficiaries**

Lisa Sue Friedstein  
2142 Churchill Lane  
Highland Park IL 60035  
[Lisa@friedsteins.com](mailto:Lisa@friedsteins.com)  
[lisa.friedstein@gmail.com](mailto:lisa.friedstein@gmail.com)

Jill Marla Iantoni  
2101 Magnolia Lane  
Highland Park, IL 60035  
[jilliantoni@gmail.com](mailto:jilliantoni@gmail.com)  
[Iantoni\\_jill@ne.bah.com](mailto:Iantoni_jill@ne.bah.com)

Pamela Beth Simon

950 North Michigan Avenue  
Suite 2603  
Chicago, IL 60611  
[psimon@stpcorp.com](mailto:psimon@stpcorp.com)

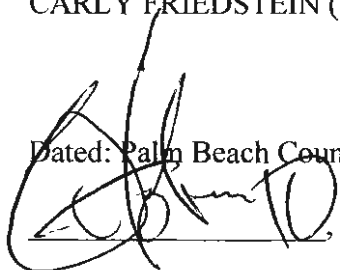
Eliot Ivan Bernstein  
2753 NW 34th St.  
Boca Raton, FL 33434  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)  
[iviewit@gmail.com](mailto:iviewit@gmail.com)

Mark R. Manceri and  
Mark R. Manceri, P.A.  
2929 East Commercial Boulevard  
Suite 702  
Fort Lauderdale, FL 33308  
[mrmlaw@comcast.net](mailto:mrmlaw@comcast.net)


ALLEGED BENEFICIARIES/INTERESTED PARTIES

JOSHUA ENNIO ZANDER BERNSTEIN (MINOR)  
JACOB NOAH ARCHIE BERNSTEIN (MINOR)  
DANIEL ELIJSHA ABE OTTOMO BERNSTEIN (MINOR)  
ALEXANDRA BERNSTEIN  
ERIC BERNSTEIN  
MICHAEL BERNSTEIN  
MATTHEW LOGAN  
MOLLY NORAH SIMON  
JULIA IANTONI (MINOR)  
MAX FRIEDSTEIN (MINOR)  
CARLY FRIEDSTEIN (MINOR)

Dated: Palm Beach County, FL



\_\_\_\_\_, 2013



X  
\_\_\_\_\_  
Eliot I. Bernstein  
2753 NW 34<sup>th</sup> St.  
Boca Raton, FL 33434  
(561) 245-8588



Proof of Service  
Motion to Freeze Estates and More

**EXHIBIT 1 - SIMON FULL WAIVER**

A handwritten signature in black ink is written over a blue circular stamp. The stamp contains the word "EXHIBITS" in a sans-serif font.

Motion to Freeze Estates and More



Pamela B. Simon                      950 North Michigan Avenue      daughter                      adult  
Suite 2603  
Chicago, IL 60606

Eliot Bernstein                      2753 NW 34<sup>th</sup> Street                      son                      adult  
Boca Raton, FL 33434

Jill Iantoni                      2101 Magnolia Lane                      daughter                      adult  
Highland Park, IL 60035

Lisa S. Friedstein                      2142 Churchill Lane                      daughter                      adult  
Highland Park, IL 60035

Simon on 4/9/2012 cannot state the waivers and receipts were signed by all interested parties at that time, since Eliot was the first to sign a waiver and signed it on May 15, 2012. Jill Iantoni did not sign one until after Simon deceased in October 2012.

On 4/9/2012 Simon could not have acknowledged that all parties were aware of their rights under 5 a,b,c,d,e,f,g and h, as none of the interested parties had got waivers until 5/10/2012 or after and some interested parties did not submit a waiver until after Simon had passed.

→ 5.        **Petitioner, pursuant to Section 731.302 of the Florida Probate Code, and as permitted by Fla. Prob. R. 5.400(f), files herewith waivers and receipts signed by all interested persons:**

- (a)        **acknowledging that they are aware of the right to have a final accounting;**
- (b)        **waiving the filing and service of a final accounting;**
- (c)        **waiving the inclusion in this petition of the amount of compensation paid or to be paid to**

**the personal representative, attorneys, accountants, appraisers or other agents employed by the personal representative and the manner of determining that compensation;**

(d)        **acknowledging that they have actual knowledge of the amount and manner of determining compensation of the personal representative, attorneys, accountants, appraisers, or other agents, and agreeing to the amount and manner of determining such compensation, and waiving any objections to the payment of such compensation;**

- (e)        **waiving the inclusion in this petition of a plan of distribution;**
- (f)        **waiving service of this petition and all notice thereof;**
- (g)        **acknowledging receipt of complete distribution of the share of the estate to which they are entitled; and**

(h)        **consenting to the entry of an order discharging petitioner, as personal representative, without notice, hearing or waiting period and without further accounting.**

Petitioner requests that an order be entered discharging petitioner as personal representative of this estate and releasing the surety on any bond which petitioner may have posted in this proceeding from any liability on it.







**EXHIBIT 2 - DOCUMENTS LEGALLY DEFECTIVE IN THE ESTATES**

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF  
SHIRLEY BERNSTEIN,  
Deceased.

PROBATE DIVISION

File No. 502011CP000053

2011 FEB 10 AM 9:14  
CLERK OF COURT  
PALM BEACH COUNTY  
FLORIDA

**OATH OF PERSONAL REPRESENTATIVE  
DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I, SIMON L. BERNSTEIN (Affiant), state under oath that:

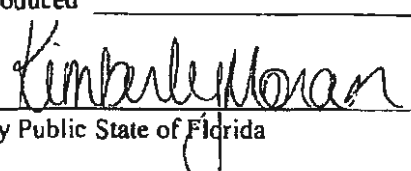
1. I have been appointed personal representative of the estate of SHIRLEY BERNSTEIN, deceased.
2. I will faithfully administer the estate of the decedent according to law.
3. My place of residence is 7020 Lions Head Lane, Boca Raton, FL 33496, and my post office address is the same.
4. I hereby designate Robert L. Spallina, Esquire, who is a member of The Florida Bar, a resident of Broward County, Florida, whose place of residence is 7387 Wisteria Avenue, Parkland, Florida 33076, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, as my agent for the service of process or notice in any action against me, either in my representative capacity, or personally, if the personal action accrued in the administration of the estate.

Moran fails to identify that Simon appeared and either was know or produced identification

  
SIMON L. BERNSTEIN, Affiant

Sworn to and subscribed to before me on February 9, 2011, by Affiant, who is personally known to me \_\_\_\_\_ or who produced \_\_\_\_\_ as identification.

(Affix Notarial Seal)  
NOTARY PUBLIC STATE OF FLORIDA  
Kimberly Moran  
Commission # DD766470  
Expires: APR. 28, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

  
Notary Public State of Florida



Document alleged signed on 4/9/2012 not filed allegedly until 10/24/2012. Simon deceased on 9/13/2012.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF File No. 502011000653XXXX SB  
SHIRLEY BERNSTEIN, Probate Division  
Deceased.

2012 OCT 24 PM 1:31  
SHARON A. BROWN, CLERK  
PALM BEACH COUNTY, FL  
SOUTH CITY BUILDING, FILED

**PETITION FOR DISCHARGE  
(full waiver)**

Judge Colin court rules require that all Waivers need to be notarized and this is not, "all waivers, consents, renunciations and receipt of assets must be notarized."

Petitioner, SIMON BERNSTEIN, as personal representative of the above estate, alleges:

1. The decedent, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, and Letters of Administration were issued to petitioner on February 10, 2011.

2. Petitioner has fully administered this estate by making payment, settlement, or other disposition of all claims and debts that were presented, and by paying or making provision for the payment of all taxes and expenses of administration.

This is untrue on 4/9/12 as State of Florida tax forms were not submitted until October 2012

3. Petitioner has filed all required estate tax returns with the Internal Revenue Service and with the Department of Revenue of the State of Florida, and has obtained and filed, or file herewith, evidence of the satisfaction of this estate's obligations for both federal and Florida estate taxes, if any.

4. The only persons, other than petitioner, having an interest in this proceeding, and their respective addresses are:

| NAME               | ADDRESS                                      | RELATIONSHIP | BIRTH DATE<br>(if Minor) |
|--------------------|--|--------------|--------------------------|
| Simon L. Bernstein | 7020 Lions Head Lane<br>Boca Raton, FL 33496 | spouse       | adult                    |
| Ted S. Bernstein   | 880 Berkeley Street<br>Boca Raton, FL 33487  | son          | adult                    |



**Pamela B. Simon**                      950 North Michigan Avenue      daughter              adult  
Suite 2603  
Chicago, IL 60606

**Eliot Bernstein**                      2753 NW 34<sup>th</sup> Street              son                      adult  
Boca Raton, FL 33434

**Jill Iantoni**                              2101 Magnolia Lane              daughter              adult  
Highland Park, IL 60035

**Lisa S. Friedstein**                      2142 Churchill Lane              daughter              adult  
Highland Park, IL 60035

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- (a)      **acknowledging that they are aware of the right to have a final accounting;**
- (b)      **waiving the filing and service of a final accounting;**
- (c)      **waiving the inclusion in this petition of the amount of compensation paid or to be paid to**

**the personal representative, attorneys, accountants, appraisers or other agents employed by the personal representative and the manner of determining that compensation;**

(d)      **acknowledging that they have actual knowledge of the amount and manner of determining compensation of the personal representative, attorneys, accountants, appraisers, or other agents, and agreeing to the amount and manner of determining such compensation, and waiving any objections to the payment of such compensation;**

- (e)      **waiving the inclusion in this petition of a plan of distribution;**
- (f)      **waiving service of this petition and all notice thereof;**
- (g)      **acknowledging receipt of complete distribution of the share of the estate to which they are**

**entitled; and**

(h)      **consenting to the entry of an order discharging petitioner, as personal representative, without notice, hearing or waiting period and without further accounting.**

**Petitioner requests that an order be entered discharging petitioner as personal representative of this estate and releasing the surety on any bond which petitioner may have posted in this proceeding from any liability on it.**





**SIMON L. BERNSTEIN**  
**AMENDED AND RESTATED TRUST AGREEMENT**

*Prepared by:*

Tescher & Spallina, P.A.  
4855 Technology Way, Suite 720, Boca Raton, Florida 33431  
(561) 997-7008  
[www.tescherspallina.com](http://www.tescherspallina.com)

LAW OFFICES  
**TESCHER & SPALLINA, P.A.**

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Trust Agreement on the date first above written.

That Spallina should not be Witnessing documents that he prepared and his direct interests in, as he becomes alleged Personal Representative.

SETTLOR and TRUSTEE:

*[Handwritten signature of Simon L. Bernstein]*

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 21 day of July, 2012:

*[Handwritten signature of Robert L. Spallina]*  
Print Name: **ROBERT L. SPALLINA**  
Address: **7387 WISTERIA AVENUE  
PARKLAND, FL 33076**

*[Handwritten signature of Kimberly Moran]*  
Print Name: **Kimberly Moran**  
Address: **6362 Las Flores Drive  
Boca Raton, FL 33433**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

SS.

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by SIMON L. BERNSTEIN.

*[Handwritten signature of Lindsay Baxley]*  
Signature - Notary Public - State of Florida  
Lindsay Baxley  
Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

NOTARY PUBLIC-STATE OF FLORIDA  
**Lindsay Baxley**  
Commission # EE092282  
Expires: **MAY 10, 2015**  
BONDED THRU ATLANTIC BONDING CO., INC.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Fails to state if Simon appeared before her and either was known to her or Produced ID.

Simon does not initial this page of the alleged Amended Trust.

502012CP004391XXXXSB

I2

WILL OF

SIMON L. BERNSTEIN

2012 OCT -2 AM 9:32  
SHARON R. BOCK, CLERK  
PALM BEACH COUNTY, FL  
SOUTH CITY BRANCH-FILED

*Prepared by:*

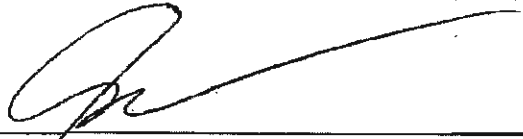
Tescher & Spallina, P.A.  
4855 Technology Way, Suite 720, Boca Raton, Florida 33431  
(561) 997-7008  
[www.tescherspallina.com](http://www.tescherspallina.com)

LAW OFFICES

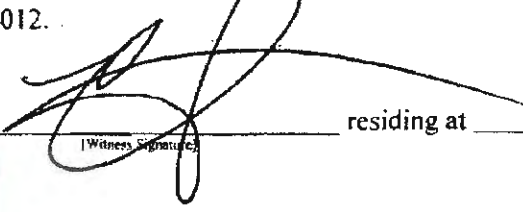
TESCHER & SPALLINA, P.A.



I have published and signed this instrument as my Will at Boca Raton, Florida, on the 26 day of July, 2012.

  
SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 27 day of July, 2012.

  
[Witness Signature]

residing at

**ROBERT L. SPALLINA**  
**7387 WISTERIA AVENUE**  
**PARKLAND, FL 33076**

[Witness Address]

  
[Witness Signature]

residing at

**Kimberly Moran**  
**6362 Las Flores Drive**  
**Boca Raton, FL 33433**

[Witness Address]

Spallina should not be Witnessing documents that he prepared and has interests in.

State Of Florida

SS.

County Of Palm Beach

I, SIMON L. BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

[Signature]  
SIMON L. BERNSTEIN, Testator

We, Robert L. Spallina and Kimberly Moran,

have been sworn by the officer signing below, and declare to that officer on our oaths that the Testator declared the instrument to be the Testator's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testator and of each other.

[Signature]  
Witness

Kimberly Moran  
Witness

Robert Spallina should not be witnessing documents he has interests in that he drafted.

Simon, Spallina and Moran are not verified to have appeared on this day and produced identification or were known to Baxley

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced \_\_\_\_\_ (state type of identification) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced \_\_\_\_\_ (state type of identification) as identification, and Kimberly Moran, who is personally known to me or who has produced \_\_\_\_\_ (state type of identification) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this 25 day of July, 2012.

[Seal with Commission Expiration Date]

[Signature]  
Signature - Notary Public - State of Florida  
Lindsay Baxley  
Print, type or stamp name of Notary Public

NOTARY PUBLIC-STATE OF FLORIDA  
Lindsay Baxley  
Commission # EE092282  
Expires: MAY 10, 2015  
BONDED THRU ATLANTIC BONDING CO, INC.

LAST WILL  
OF SIMON L. BERNSTEIN

-8-

LAW OFFICES  
TESCHER & SPALLINA, P.A.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF

PROBATE DIVISION

SIMON L. BERNSTEIN,

File No. 520012CP004391

Deceased.

*IZ*

*XXXXSB*

SHARON R. BROWN, CLERK  
PALM BEACH COUNTY, FL  
SOUTH CITY BRANCH-FILED

2012 OCT - 2 AM 9:32

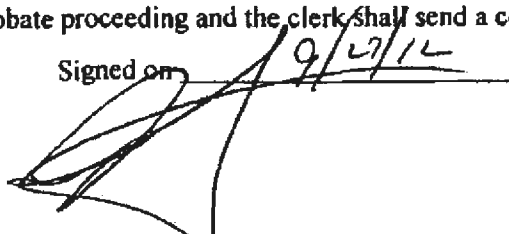
**NOTICE OF TRUST**

SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, who died on September 13, 2012, was the settlor of a trust entitled: SIMON L. BERNSTEIN TRUST AGREEMENT dated July 25, 2012, which is a trust described in Section 733.707(3) of the Florida Statutes, and is liable for the expenses of the administration of the decedent's estate and enforceable claims of the decedent's creditors to the extent the decedent's estate is insufficient to pay them, as provided in Section 733.607(2) of the Florida Statutes.

The name and address of the Trustees are set forth below.

The clerk shall file and index this Notice of Trust in the same manner as a caveat, unless there exists a probate proceeding for the settlor's estate in which case this Notice of Trust must be filed in the probate proceeding and the clerk shall send a copy to the personal representative.

Signed on 9/27/12, 2012.



ROBERT L. SPALLINA, Co-Trustee  
7387 Wisteria Avenue  
Parkland, FL 33076



DONALD R. TESCHER, Co-Trustee  
2600 Whispering Oaks Lane  
Delray Beach, FL 33445

Copy mailed to attorney for the Personal Representative on

CLERK OF THE CIRCUIT COURT

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

**MUST BE FILED IN DUPLICATE**



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF  
SIMON L. BERNSTEIN,  
Deceased.

PROBATE DIVISION  
File No. 502012CP004391  
IZ KKKSB

2012 OCT -2 AM 9:32  
SHARON R. BOON, CLERK  
PALM BEACH COUNTY, FL  
SOUTH CITY BRANCH - FILED

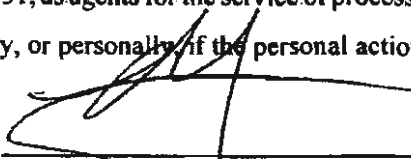
**OATH OF PERSONAL REPRESENTATIVE  
DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I, ROBERT L. SPALLINA (Affiant), state under oath that:

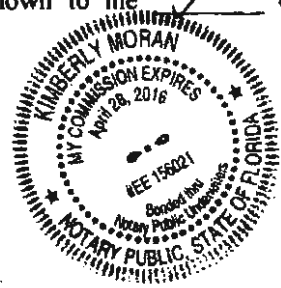
1. I have been appointed co-personal representative of the estate of SIMON L. BERNSTEIN, deceased.
2. I will faithfully administer the estate of the decedent according to law.
3. My place of residence is 7387 Wisteria Avenue, Parkland, FL 33076, and my post office address is 4855 Technology Way, Suite 720, Boca Raton, FL 33431.
4. I designate myself, a member of The Florida Bar, a resident of Broward County, Florida, whose place of residence is 7387 Wisteria Avenue, Parkland, Florida 33076, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, together with my partner, DONALD R. TESCHER, ESQ., a member of The Florida Bar, a resident of Palm Beach County, Florida, whose place of residence is 2600 Whispering Oaks Lane, Delray Beach, FL 33445 and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, as agents for the service of process or notice in any action against us, either in our representative capacity, or personally if the personal action accrued in the administration of the estate.

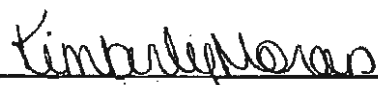
Date is changed and not initialized or properly marked as to who changed it and what year was changed

  
\_\_\_\_\_  
ROBERT L. SPALLINA, Affiant

Sworn to and subscribed to before me on September 28, 2012, by Affiant, who is personally known to me \_\_\_\_\_ or who produced \_\_\_\_\_ as identification.

(Affix Notarial Seal)



  
\_\_\_\_\_  
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF  
SIMON L. BERNSTEIN,  
Deceased.

PROBATE DIVISION

File No. 502012CP004391  
IR  
XXXXSB

2012 OCT - 2 AM 9:32  
SHARON R. HOOK, CLERK  
PALM BEACH COUNTY, FL  
SOUTH CITY BRANCH-FILED

**OATH OF PERSONAL REPRESENTATIVE  
DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I, DONALD R. TESCHER (Affiant), state under oath that:

1. I have been appointed co-personal representative of the estate of SIMON L. BERNSTEIN, deceased.
2. I will faithfully administer the estate of the decedent according to law.
3. My place of residence is 2600 Whispering Oaks Lane, Delray Beach, FL 33445, and my post office address is 4855 Technology Way, Suite 720, Boca Raton, FL 33431.
4. I designate myself, a member of The Florida Bar, a resident of Broward County, Florida, whose place of residence is 2600 Whispering Oaks Lane, Delray Beach, FL 33445, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, together with my partner, ROBERT L. SPALLINA, ESQ., a member of The Florida Bar, a resident of Palm Beach County, Florida, whose place of residence is 7387 Wisteria Avenue, Parkland, Florida 33076, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, as agents for the service of process or notice in any action against us, either in our representative capacity, or personally, if the personal action accrued in the administration of the estate.

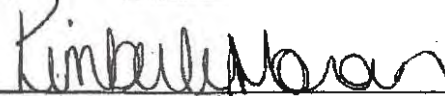
  
DONALD R. TESCHER, Affiant

Change to date not initialized and unclear what year is cut out.

Sworn to and subscribed to before me on October 1, 2012, by Affiant, who is personally known \_\_\_\_\_ or who produced \_\_\_\_\_ as identification.

(Affix Notarial Seal)



  
Notary Public State of Florida

Appears that neither verification was checked.

**PRIMA FACIE EVIDENCE OF FORGERY AND FRAUD AND MORE IN SIGNATURES AND DATES FOR SIMON AND ELIOT**

**WAIVERS**

May 15, 2012 Alleged Signature of Eliot Bernstein. In the un-notarized Waiver the date is in cursive and on the notarized Waiver the signature is in Print making the two Waivers wholly dissimilar. The E in the signature for Eliot in the un-notarized Waiver crosses through the word "By:" and in the notarized document it does not strike through the word "By:" making these wholly dissimilar signatures. Note, Eliot never met Kimberly Moran nor notarized any documents with her. Therefore, Moran did not just affix a stamp to the alleged original Waiver, Moran instead recreated the Waiver and added the date, forged the signature and therefore these are dissimilar Waivers and Prima Facie evidence of Forgery and Fraud. As these Waivers were submitted to the Probate court constitutes alleged Fraud on the Court and more.

**UN-NOTARIZED WAIVER SIGNATURE AND DATE**

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on May 15, \_\_\_\_\_, 2012.

Note E in Eliot loops through the "ary" in "Beneficiary"

Note date in Cursive and "y" in May is looped. "5" is open at top and has comma after

Beneficiary  
By: [Signature]  
ELIOT BERNSTEIN

Note the document has no law firm markings or legal form markings

Note E in Eliot crosses through "By:"

Note no notary markings

**NOTARIZED WAIVER SIGNATURE AND DATE**

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on May 15 \_\_\_\_\_, 2012.

Note E in Eliot does NOT loop through the "ary" in "Beneficiary"

Note now date in Print not cursive and "y" in May is NOT looped. "5" is closed at top and bottom. No comma after "5"

Beneficiary  
By: [Signature]  
ELIOT BERNSTEIN

Sworn to and subscribed before me on May 15, 2012, by ELIOT BERNSTEIN, who is personally known to me or who produced \_\_\_\_\_ as identification.



Kimberly Moran  
Notary Public State of Florida

(Affix Notarial Seal)

Note E in Eliot does NOT cross through "By:"

Note document has no legal form markings or law firm markings.

Note NEW AFFIXED notary markings

April 09, 2012 Alleged Signature of Simon Bernstein. Note, in the un-notarized document the date number 9 crosses the date line and the two separators // for day/year cross the date line, in the notarized document the entire date and separators never cross the date line, indicating these are wholly dissimilar documents regarding the date. That in the un-notarized document date, the 2 in the year 12 is closed at the bottom and in the notarized document the 2 is open at the bottom, making them appear dissimilar documents. That the Signature of Simon appears wholly dissimilar as the S in Simon in the un-notarized waiver crosses through the word "Beneficiary" and in the notarized Waiver it never touches the word "beneficiary." The S in Simon in the un-notarized Waiver never touches the signature line and in the notarized Waiver the S rests on the signature line. That Simon was deceased in November 2012 when Moran notarized the Waiver at the Court's request and therefore this cannot be Simon's signature, especially if it is dissimilar to the alleged April 09, 2012 Waiver and the notarization took place in November 2012.

Therefore, Moran did not just affix a stamp to the alleged original document. Moran recreated the document and added the date and the signature and forged the signatures as that cannot be Simon's signature on the Notarized Document after he was deceased. Therefore, Moran did not just affix a stamp to the alleged original Waiver allegedly signed in April. Moran instead recreated the Waiver and added the date, forged the signature and therefore these are dissimilar Waivers and Prima Facie evidence of Forgery and Fraud. As the Waiver was submitted to the Probate court constitutes alleged Fraud on the Court and more. The Notary is also fraudulent as Simon could not have appeared on April 09, 2012.

**UN-NOTARIZED WAIVER SIGNATURE AND DATE**

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 4/9/12, 2012.

Note that the "9" and the separators "/" for date/year touch the date line.  
Note the bottom of the 2 is closed.

Note that "S" in Simon crosses through the "ici" in "Beneficiary" and circles "iciary" in beneficiary

Beneficiary

Note remainder of signature above signature line

By: SIMON L. BERNSTEIN

Note the "S" in Simon crosses through the "MO" in the Print Name

**NOTARIZED WAIVER SIGNATURE AND DATE**

(h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 4/9/12, 2012

Note that the "9" and the separators "/" for date/year DO NOT touch the date line. Note the bottom of the 2 is NOT closed.

Note the "S" in Simon crosses through the "N" and "L" NOT the "MO" in the Print Name.

Beneficiary

Note remainder of signature BELOW signature line

By: SIMON L. BERNSTEIN

Note the date change is not initialed that it was changed and by whom/

Sworn to and subscribed before me on April 9, 2012 by SIMON BERNSTEIN, who is personally known to me or who produced \_\_\_\_\_ as identification.

Notary Public State of Florida

Note that "S" in Simon DOES NOT cross through the word "Beneficiary" at all and DOES NOT circle "iciary" in beneficiary

(Affix Notarial Seal)

### **Additional Notes**

1. The date inside the notarization of Simon and Eliot's Waivers are wholly forged as there was no notary stamp on the un-notarized documents.
2. That in Simon's notarization the crossed out 2 in 2012 in the notary section needs further analysis to determine what was crossed out and why no acknowledgement that change had been made.
3. That Candice and Eliot Bernstein on information and belief state that there was a handwritten note by Eliot on the bottom of his original Waiver with similar language to that sent in the email allegedly containing the Waiver signed. The original of all these documents is necessary to analyze for further evidence of forgery and fraud.
4. All documents lack any law firm marking or legal form service markings.



Note no Court Stamp!



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF SHIRLEY BERNSTEIN,  
Deceased.  
PROBATE DIVISION  
File No. 502011CP000653XXXXSB

**NOTICE OF ADMINISTRATION**

The administration of the estate of SHIRLEY BERNSTEIN, deceased, File Number 502011CP000653XXXXSB is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Delray Beach, Florida 33444. The decedent's Will, which is dated May 20, 2008, has been admitted to probate. The name and address of the personal representative and of the personal representative's attorney are set forth below.

A beneficiary of a Will or Codicil described above is not required to have an attorney or to file and document in order to receive the inheritance provided in that Will or Codicil.

Any interested person on whom a copy of this Notice of Administration is served who challenges the validity of the Will and/or Codicil, qualifications of the personal representative, venue, or jurisdiction of the court, is required to file any objection with the court following the form and procedure provided in the Florida Probate Rules **WITHIN THE TIME REQUIRED BY LAW**, which is on or before the date that is three (3) months after the date of service of a copy of the Notice of Administration on that person, or those objections are forever barred.

A petition for determination of exempt property is required to be filed by or on behalf of any person entitled to exempt property under Section 732.402 of the Florida Probate Code **WITHIN THE TIME REQUIRED BY LAW**, which is on or before the later of the date that is four (4) months after the date of service of a copy of the Notice of Administration on that person or the date that is forty (40) days after the date of termination of any proceeding involving the construction, admission to probate, or validity of the Will and/or Codicil or involving any other matter affecting any part of the exempt property, or the right of the personal to exempt property is deemed to have been waived.

Any election to take an elective share must be filed **WITHIN THE TIME REQUIRED BY LAW**, which is on or before the earlier of the date that is six (6) months after the date of service of a copy of the Notice of Administration on the surviving spouse, or an attorney in fact or a guardian of the property of the surviving spouse, or the date that is two (2) years after the date of the decedent's death.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE  
Florida Bar No. 49738  
Tescher & Spallina, P.A.  
4855 Technology Way, Ste. 720  
Boca Raton, FL 33431  
561-997-7008

Personal Representative:

SIMON L. BERNSTEIN  
7020 Lions Head Lane  
Boca Raton, FL 33496

Note NO DATE and NO LAW FIRM OR FORM MARKINGS



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF                      File No. 502011CP00653XXXXSB  
SHIRLEY BERNSTEIN,                      Probate Division  
Deceased.                                      Division

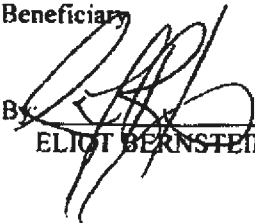
2012 OCT 24 PM 1:31  
SHARON M. ESKIN, CLERK  
PALM BEACH COUNTY, FL  
SOUTH CITY SQUARE, FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION  
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR  
DISCHARGE; AND RECEIPT OF BENEFICIARY AND  
CONSENT TO DISCHARGE**

The undersigned, Eliot Bernstein, whose address is 2753 NW 34<sup>th</sup> Street, Boca Raton, FL 33434, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on May 15, 2012.

Beneficiary  
By   
ELIOT BERNSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF                      File No. 502011CP000653XXXXSB  
SHIRLEY BERNSTEIN,                      Probate Division  
Deceased.                                      Division

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION  
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR  
DISCHARGE; AND RECEIPT OF BENEFICIARY AND  
CONSENT TO DISCHARGE**

2012 OCT 24 PM 1:31  
SHARON A. ... CLERK  
PALM BEACH COUNTY, FL  
SOUTH CITY ... FILED

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

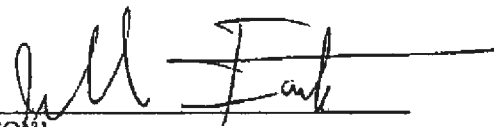
- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on OCTOBER 1st, 2012.

Beneficiary

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

JILL IANTONI



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF                      File No. 502011CP000653XXXXSB  
SHIRLEY BERNSTEIN,                      Probate Division  
Deceased.                                      Division

2012 OCT 24 PM 1:31  
SHARON K. HANCOCK  
PALM BEACH COUNTY, FL  
SOUTH CITY 20 FLSH FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION  
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR  
DISCHARGE; AND RECEIPT OF BENEFICIARY AND  
CONSENT TO DISCHARGE**

The undersigned, Lisa S. Friedstein, whose address is 2142 Churchill Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein  
LISA S. FRIEDSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF           File No. 502011CP000653XXXXSB  
SHIRLEY BERNSTEIN,           Probate Division  
Deceased.                    Division

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION  
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR  
DISCHARGE; AND RECEIPT OF BENEFICIARY AND  
CONSENT TO DISCHARGE**

2012 OCT 24 PM 1:31  
SUPERIOR COURT CLERK  
PALM BEACH COUNTY, FL  
SOUTH CT. ANNEX-FILED

The undersigned, Simon L. Bernstein, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 4/9/12, 2012.

Beneficiary

By:

  
SIMON L. BERNSTEIN

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF                      File No. 502011CP000653XXXXSB  
SHIRLEY BERNSTEIN,                      Probate Division  
Deceased.                                      Division

2012 OCT 24 PM 1:31  
SHARON L. BLOK, CLERK  
PALM BEACH COUNTY, FL  
SOUTH CITY BRANCH-FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION  
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR  
DISCHARGE; AND RECEIPT OF BENEFICIARY AND  
CONSENT TO DISCHARGE**

The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/8, 2012.

Beneficiary

By:   
PAMELA B. SIMON

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF           File No. 502011CP000653XXXXSB  
SHIRLEY BERNSTEIN,           Probate Division  
Deceased.                    Division

2012 OCT 24 PM 1:31  
SHIRLEY BERNSTEIN ESTATE  
PALM BEACH COUNTY FL  
FILED  
SOUTH PALM BEACH

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION  
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR  
DISCHARGE; AND RECEIPT OF BENEFICIARY AND  
CONSENT TO DISCHARGE**

The undersigned, Ted S. Bernstein, whose address is 880 Berkeley Street, Boca Raton, Florida 33487, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/1/12, 2012.

Beneficiary

By: Ted Bernstein  
TED BERNSTEIN

**MEMORANDUM**

DATE: November 5, 2012

TO: Robert L. Spallina, Esq.

FROM: Astride Limouzin Case Manager, on behalf of -  
This office does not provide legal advice  
For procedural inquiries Tel. #561-274-1424

| X| JUDGE MARTIN H. COLIN      Division - IY  
| JUDGE JAMES L. MARTZ      Division - IZ  
| JUDGE ROSEMARIE SCHER      Division - IX

CASE NUMBER: 50 2011CP000653XXXXSB

Estate of Shirley Bernstein

MATTER: Documents being returned

Order of discharge

- \_\_\_ Death certificate (**CERTIFIED COPY**) not submitted. F.S. §731.103, Probate Rule 5.205 & Probate Rule 5.171
- \_\_\_ Receipted bill for funeral expenses required (*Must be paid in full*).
- \_\_\_ Proof of will or codicil is required; it is not self-proved. Please review F.S. §732.502; 733.201; P.R. 5.210 & P.R. 5.230.
- \_\_\_ Order admitting will/ codicil/ and or appointing personal representative is either missing or incorrect. FS§733.201, R.5.210 & 5.235
- \_\_\_ Petition and order designating a restricted depository, and acceptance is required FS §69.031 & FS §744.351(6).
- \_\_\_ Oath of Personal Representative, of Guardian or Administrator Ad Litem and designation of resident agent was not submitted or incorrect. Resident agent must sign the acceptance. (Rule 5.110, 5.120 and 5.320 committee notes).
- \_\_\_ Proof of publication not submitted. Rule 5.241.
- \_\_\_ Statement regarding creditors not submitted. Probate Rule 5.241 (d).
- \_\_\_ Inventory not submitted. Probate Rule 5.340.
- \_\_\_ All claims must be satisfied, struck, or dismissed.
- \_\_\_ Final certificate of estate tax or affidavit of non-tax is not submitted. FS §198.26 & 193.28
- \_\_\_ All Beneficiaries must join in the petition or they must receive formal notice on the petition. FS §735.203 & Probate Rule 5.530(b).
- XX** Receipts for assets from all of the specific beneficiaries were not notarized.
- \_\_\_ Receipt of final accounting, service of petition for discharge and/or waiver from all residuary beneficiaries or qualified trust beneficiaries are required. See. R. 5.400. Attorney fees see FS §733.6171(6), 731.302, 731.303(1)(b) and Probate Rule 5.180(b). Committee notes (one person serving in two (2) fiduciary capacities may not waive or consent to the persons acts without the approval of those who the person represents).
- \_\_\_ Proof of service of the Objection to the Claims. FS §733.705(2), Probate Rule. 5.496 & Probate Rule 5.040.
- \_\_\_ Proof of Service of the Notice to Creditors to the Agency for Health Care Administration. FS §733.2121(d) & Probate Rule 5.241 (a).
- \_\_\_ For Lost/Destroyed Wills/Codicils please comply with FS § 733.207, 733.201(2) & Probate Rule 5.510
- \_\_\_ An 8:45 a.m. motion calendar hearing (limited to 5 mins) with notice to all interested parties is required. Notice must be at least five (5) business days (Tue, Wed and Thurs). Please verify suspension dates. Files must be order via the internet at <http://15thcircuit.co.palm-beach.fl.us/web/guest/cadmin>.
- \_\_\_ OTHER:

SHIRLEY B. BUCK, CLERK  
PALM BEACH COUNTY, FL  
SOUTH DIXIE BRANCH-FILED  
NOV 5 2012 6 AM 10:18

**PLEASE RETURN A COPY OF THIS MEMORANDUM AND PROPOSE ORDERS WHEN REPLYING;  
ADDRESS TO THE CLERK AND COMPTROLLER, 300 W ATLANTIC AVENUE, DELRAY BEACH, FL 33444**



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF File No. 502011CP000653XXXXSB  
SHIRLEY BERNSTEIN, Probate Division  
Deceased. Division

2012 NOV 19 PM 2:29

SHARON R. BOCK, CLERK  
PALM BEACH COUNTY, FL  
SOUTH CTY BRANCH-FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION  
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR  
DISCHARGE; AND RECEIPT OF BENEFICIARY AND  
CONSENT TO DISCHARGE**

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on October 1, 2012.

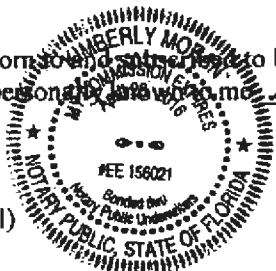
Beneficiary

By: Jill Iantoni

JILL IANTONI

Sworn to and subscribed to before me on October 1, 2012, by JILL IANTONI, who is personally known to me or who produced \_\_\_\_\_ as identification.

(Affix Notarial Seal)



Kimberly Moore  
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF                      File No. 502011CP000653XXXXSB  
SHIRLEY BERNSTEIN,                      Probate Division  
Deceased.                                      Division

2012 NOV 19 PM 2:29

SHARON R. SOCK, CLERK  
PALM BEACH COUNTY, FL  
SOUTH CITY BRANCH-FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION  
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR  
DISCHARGE; AND RECEIPT OF BENEFICIARY AND  
CONSENT TO DISCHARGE**

The undersigned, Lisa S. Friedstein, whose address is 2142 Churchill Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

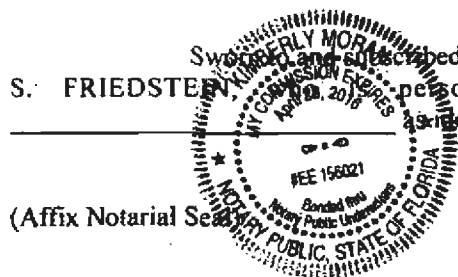
- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on August 21, 2012.

Beneficiary

By: *Lisa Friedstein*  
LISA S. FRIEDSTEIN

S. FRIEDSTEIN, Kimbly, and subscribed to before me on August 21, 2012, by LISA S. FRIEDSTEIN, personally known to me Kim or who produced Kim as identification.



*Kimbly Morley*  
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF File No. 502011CP000653XXXXSB  
SHIRLEY BERNSTEIN, Probate Division  
Deceased. Division

2012 NOV-19 PM 2:29

SHARON R. BOCK, CLERK  
PALM BEACH COUNTY, FL  
SOUTH CTY BRANCH-FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION  
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR  
DISCHARGE; AND RECEIPT OF BENEFICIARY AND  
CONSENT TO DISCHARGE**

The undersigned, Eliot Bernstein, whose address is 2753 NW 34<sup>th</sup> Street, Boca Raton, FL 33434, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on May 15, 2012.

Beneficiary

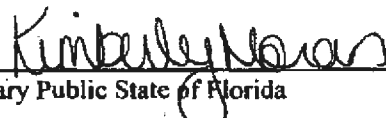
By: 

ELIOT BERNSTEIN

Sworn to and subscribed before me on May 15, 2012, by ELLIOT BERNSTEIN, who is personally known to me or who produced as identification.

(Affix Notarial Seal)



  
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF                      File No. 502011CP000653XXXXSB  
SHIRLEY BERNSTEIN,                      Probate Division  
Deceased.                                      Division

2012 NOV 19 PM 2: 29  
SHARON R. BOCK, CLERK  
PALM BEACH COUNTY, FL  
SOUTH CTY BRANCH-FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION  
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR  
DISCHARGE; AND RECEIPT OF BENEFICIARY AND  
CONSENT TO DISCHARGE**

The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
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- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
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- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

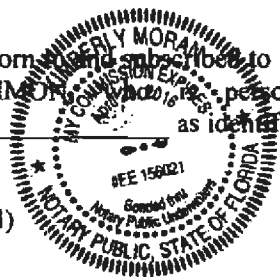
Signed on 8/8, 2012.

Beneficiary

By: [Signature]  
PAMELA B. SIMON

Sworn and subscribed to before me on August 8, 2012, by  
PAMELA B. SIMON, personally known to me            or who produced  
           as identification.

(Affix Notarial Seal)



Kimberly Moran  
Notary Public State of Florida

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF File No. 502011CP000653XXXXSB  
SHIRLEY BERNSTEIN, Probate Division  
Deceased. Division

2012 NOV 19 PM 2:29  
SHARON R. BOCK, CLERK  
PALM BEACH COUNTY, FL  
SOUTH CTY BRANCH-FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION  
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR  
DISCHARGE; AND RECEIPT OF BENEFICIARY AND  
CONSENT TO DISCHARGE**

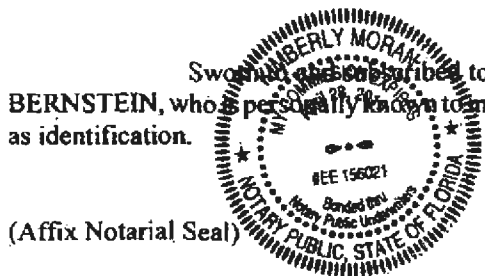
The undersigned, Ted S. Bernstein, whose address is 880 Berkeley Street, Boca Raton, Florida 33487, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
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- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/1/12, 2012.

Beneficiary  
By Ted Bernstein  
TED BERNSTEIN

Sworn to before me on August 1 2012, 2012, by TED BERNSTEIN, who personally known to me or who produced as identification.



Kimberly Moran  
Notary Public State of Florida

(Affix Notarial Seal)

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF                      File No. 502011CP000653XXXXSB  
SHIRLEY BERNSTEIN,                      Probate Division  
Deceased.                                      Division

2012 NOV 19 PM 2:29

SHARON R. BOCK, CLERK  
PALM BEACH COUNTY, FL  
SOUTH CTY BRANCH-FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION  
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR  
DISCHARGE; AND RECEIPT OF BENEFICIARY AND  
CONSENT TO DISCHARGE**

The undersigned, Simon L. Bernstein, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
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- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 4/9/12, 2012.

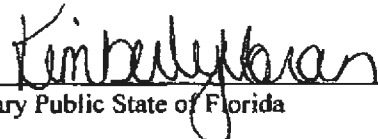
Beneficiary

By:   
SIMON L. BERNSTEIN

Sworn to and subscribed before me on April 9, 2012, by SIMON BERNSTEIN, who is personally known to me or who produced \_\_\_\_\_ as identification.

(Affix Notarial Seal)



  
Notary Public State of Florida

**EXHIBIT 3 - AFFIDAVITS AND UN-NOTARIZED WAIVERS**

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN,

PROBATE DIVISION

Deceased.

CASE NO: 502011CP000653XXXXSB

\_\_\_\_\_  
ELIOT IVAN BERNSTEIN, PRO SE

DIVISION: COLIN

Petitioner

vs.

TESCHER & SPALLINA, P.A., (and all parties  
associates and of counsel); ROBERT L. SPALLINA  
(both personally & professionally); DONALD R.  
TESCHER (both personally & professionally);  
THEODORE STUART BERNSTEIN (as alleged  
personal representative, trustee, successor trustee)  
(both personally and professionally); and JOHN  
and JANE DOE'S (1-5000),

Respondents.  
\_\_\_\_\_ /

NOTICE OF FILING

PLEASE TAKE NOTICE that the following originals, copies of which are attached hereto,  
have been filed of record with the Clerk of this Court.

1. Original Affidavit of Ted S. Bernstein dated September 12, 2013.
2. Original Affidavit of Jill Iantoni dated September 11, 2013.
3. Original Affidavit of Pamela B. Simon dated September 12, 2013.
4. Original Affidavit of Lisa S. Friedstein dated September 11, 2013.



CASE NO.: 502011CP000653XXXXSB

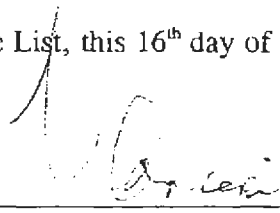
MARK R. MANCERI, P.A.  
2929 East Commercial Blvd., Suite 702  
Ft. Lauderdale, FL 33308  
Telephone: (954) 491-7099  
E-mail: [mrmlaw@comcast.net](mailto:mrmlaw@comcast.net)  
[mrmlaw1@gmail.com](mailto:mrmlaw1@gmail.com)

By: 

Mark R. Manceri, Esq.  
Florida Bar No. 444560

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. mail to all parties on the following Service List, this 16<sup>th</sup> day of September, 2013.

  
Mark R. Manceri, Esq.

SERVICE LIST

Theodore Stuart Bernstein  
Life Insurance Concepts  
950 Peninsula Corporate Circle, Suite 3010  
Boca Raton, Florida 33487

Eliot Bernstein  
2753 NW 34<sup>th</sup> Street  
Boca Raton, Florida 33434

Lisa Sue Friedstein  
2142 Churchill Lane  
Highland Park, IL 60035

Pamela Beth Simon  
950 North Michigan Avenue, Suite 2603  
Chicago, IL 60611

Jill Iantoni  
2101 Magnolia Lane  
Highland Park, IL 60035

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No.  
502011CP000653XXXXSB

Deceased.

**AFFIDAVIT OF TED S. BERNSTEIN**

Before me, the undersigned Notary, personally appeared TED S. BERNSTEIN, who, after being duly sworn under oath, deposes and states:

1. I am an adult son of Shirley Bernstein and reside at 880 Berkeley Street, Boca Raton, FL 33487.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

4. I freely and voluntarily signed the Waiver on August 1, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this 12 day of September, 2013.

  
TED S. BERNSTEIN, Affiant

In other words, the notarized Waivers submitted to the Court were FORGED and NOT signed by TED, PAM, JILL and LISA. This directly contradicts MORAN statement to Governor that documents were identical and SPALLINA claim of same in the September 13, 2013 hearing.

Page 2  
Estate of Shirley Bernstein  
Affidavit of Ted S. Bernstein  
File No. 502011CP000653XXXXSB

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **TED S. BERNSTEIN**, personally known to me or \_\_\_\_\_ provided the following identification \_\_\_\_\_, to be the person described in and who executed the foregoing Affidavit, and he acknowledged under oath before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 12 day of September 2013.

(SEAL)

  
NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA  
Lindsay Baxley  
Commission # EE092282  
Expires: MAY 10, 2015  
BONDED THRU ATLANTIC BONDING CO., INC.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE. ESTATE OF File No. 502011CP000653XXXXSB  
SHIRLEY BERNSTEIN, Probate Division  
Deceased. Division

2012 OCT 24 PM 1:31  
SHIRLEY BERNSTEIN ESTATE  
PALM BEACH COUNTY, FL  
2011

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR DISCHARGE; AND RECEIPT OF BENEFICIARY AND CONSENT TO DISCHARGE**

The undersigned, Ted S. Bernstein, whose address is 880 Berkeley Street, Boca Raton, Florida 33487, and who has an interest in the above estate as beneficiary of the estate. ←

Ted is not nor ever was a beneficiary of Shirley's estate.

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting.

Signed on 8/1/12, 2012.

Beneficiary

By: Ted Bernstein  
TED BERNSTEIN

EXHIBIT A

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No.  
502011CP000653XXXXSB

Deceased.

**AFFIDAVIT OF JILL IANTONI**

Before me, the undersigned Notary, personally appeared JILL IANTONI, who, after being duly sworn under oath, deposes and states:

1. I am an adult daughter of Shirley Bernstein and reside at 2101 Magnolia Lane, Highland Park, Illinois.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

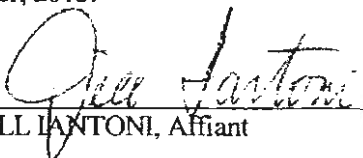
4. I freely and voluntarily signed the Waiver on October 1, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this 11 day of September, 2013.

  
JILL IANTONI, Affiant

In other words, the notarized Waivers submitted to the Court were FORGED and NOT signed by TED, PAM, JILL and LISA. This directly contradicts MORAN statement to Governor that documents were identical and SPALLINA claim of same in the September 13, 2013 hearing.

Page 2

Estate of Shirley Bernstein

Affidavit of Jill Iantoni

File No. 502011CP000653XXXXSB

STATE OF ILLINOIS

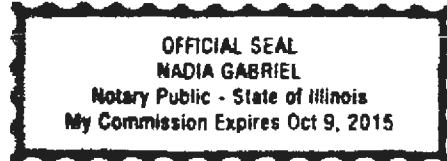
COUNTY OF Lake

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **JILL IANTONI**, personally known to me or \_\_\_\_\_ provided the following identification DL, to be the person described in and who executed the foregoing Affidavit, and she acknowledged under oath before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 12 day of Sept, 2013.

(SEAL)

  
NOTARY PUBLIC



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF                      File No. 50201ICP000653XXXXSB  
SHIRLEY BERNSTEIN,                      Probate Division  
Deceased.                                      Division

2012 OCT 24 PM 1:31  
SHARON L. STEIN  
CLERK  
PALM BEACH COUNTY FL  
SOUTH OF COURTHOUSE BLDG  
FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION  
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR  
DISCHARGE; AND RECEIPT OF BENEFICIARY AND  
CONSENT TO DISCHARGE**

The undersigned, Jill Iantoni, whose address is 2101 Magnolia Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate.

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting

Signed on OCTOBER 1st, 2012.

Beneficiary

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

JILL IANTONI

**EXHIBIT " A "**



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No.  
502011CP000653XXXXSB

Deceased.

**AFFIDAVIT OF PAMELA B. SIMON**

Before me, the undersigned Notary, personally appeared PAMELA B. SIMON, who, after being duly sworn under oath, deposes and states:

1. I am an adult daughter of Shirley Bernstein and reside at 950 North Michigan Avenue, Suite 2603, Chicago, Illinois.
2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.
3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.
4. I freely and voluntarily signed the Waiver on August 8, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.
5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.
6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.
7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this 12<sup>th</sup> day of September, 2013.



\_\_\_\_\_  
PAMELA B. SIMON, Affiant

In other words, the notarized Waivers submitted to the Court were FORGED and NOT signed by TED, PAM, JILL and LISA. This directly contradicts MORAN statement to Governor that documents were identical and SPALLINA claim of same in the September 13, 2013 hearing.

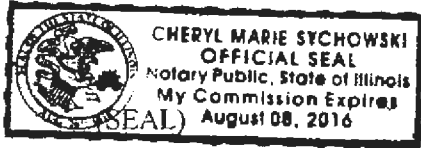
Page 2  
Estate of Shirley Bernstein  
Affidavit of Pamela B. Simon  
File No. 502011CP000653XXXXSB

STATE OF ILLINOIS

COUNTY OF Cook

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared PAMELA B. SIMON, personally known to me or X X provided the following identification X X X X X X, to be the person described in and who executed the foregoing Affidavit, and she acknowledged under oath before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 12<sup>th</sup> day of September, 2013.



Cheryl Marie Sychowski  
NOTARY PUBLIC

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF                      File No. 502011CP000653XXXXSB  
SHIRLEY BERNSTEIN,                      Probate Division  
Deceased.                                      Division

2012 OCT 24 PM 1:31  
SHARON M. GUY, CLERK  
PALM BEACH COUNTY, FL  
SOUTH OF SPRINGFIELD

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION  
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR  
DISCHARGE; AND RECEIPT OF BENEFICIARY AND  
CONSENT TO DISCHARGE**

The undersigned, Pamela B. Simon, whose address is 950 North Michigan Avenue, Suite 2603, Chicago, IL 60606, and who has an interest in the above estate as beneficiary of the estate:

Pam is not nor ever was a beneficiary of Shirley's estate.

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting

Signed on 8/18, 2012.

Beneficiary

By:   
PAMELA B SIMON

**EXHIBIT "A"**

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No.  
502011CP000653XXXXSB

Deceased.

**AFFIDAVIT OF LISA S. FRIEDSTEIN**

Before me, the undersigned Notary, personally appeared LISA S. FRIEDSTEIN, who, after being duly sworn under oath, deposes and states:

1. I am an adult daughter of Shirley Bernstein and reside at 2142 Churchill Lane, Highland Park, Illinois.

2. My father, Simon Bernstein, was the Personal Representative of the estate and the sole devisee under the will as the sole probate assets consisted of tangible personal property specifically devised to him.

3. On or about May 12, 2012 and again on or about August 1, 2012 I received from the offices of Tescher & Spallina, P.A. a Waiver of Accounting and Portions of Petition For Discharge; Waiver of Service of Petition For Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"), a copy of which is attached as Exhibit "A" to this Affidavit.

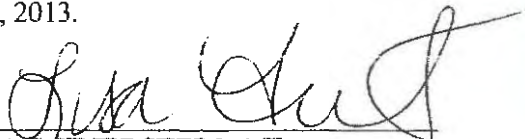
4. I freely and voluntarily signed the Waiver on August 21, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

5. It is my understanding that the Waivers filed on behalf of myself and others were rejected by the Court because of the lack of a notarization.

6. It is my understanding that the subsequently filed Waivers were not personally signed by me or the other heirs.

7. In order to permit my mother's estate to be closed without any question of the validity of my Waiver, I hereby state under oath that the attached Exhibit "A" is my free and voluntary act as if the Waiver had been originally executed in conformity with the requirements of the Court.

Signed on this 11 day of September, 2013.

  
LISA S. FRIEDSTEIN, Affiant

In other words, the notarized Waivers submitted to the Court were FORGED and NOT signed by TED, PAM, JILL and LISA. This directly contradicts MORAN statement to Governor that documents were identical and SPALLINA claim of same in the September 13, 2013 hearing.

Page 2  
Estate of Shirley Bernstein  
Affidavit of Lisa S. Friedstein  
File No. 502011CP000653XXXXSB

STATE OF ILLINOIS

COUNTY OF Lake

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared **LISA S. FRIEDSTEIN**, personally known to me or X provided the following identification drivers license, to be the person described in and who executed the foregoing Affidavit, and she acknowledged under oath before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 11 day of September 2013.



[Signature]  
NOTARY PUBLIC

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL  
IN RE: ESTATE OF                      File No. 502011CP000653XXXXSB  
SHIRLEY BERNSTEIN,                      Probate Division  
Deceased.                                      Division

2012 OCT 24 PM 1:31  
SHARON A. HARRIS, CLERK  
PALM BEACH COUNTY, FL  
SOUTH D.C. ROOM FILED

**WAIVER OF ACCOUNTING AND PORTIONS OF PETITION  
FOR DISCHARGE; WAIVER OF SERVICE OF PETITION FOR  
DISCHARGE; AND RECEIPT OF BENEFICIARY AND  
CONSENT TO DISCHARGE**

The undersigned, Lisa S. Friedstein, whose address is 2142 Churchill Lane, Highland Park, IL 60035, and who has an interest in the above estate as beneficiary of the estate:

- (a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;
- (b) Waives the filing and service of a final or other accounting by the personal representative;
- (c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;
- (d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;
- (e) Waives the inclusion in the Petition for Discharge of a plan of distribution;
- (f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;
- (g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and
- (h) Consents to the entry of an order discharging the personal representative without notice, hearing or waiting period and without further accounting

Signed on August 21, 2012.

Beneficiary

By:

  
LISA S. FRIEDSTEIN

**EXHIBIT " A " 68**

**EXHIBIT 4 - LIST OF DEMANDED DOCUMENTS**

## **BUSINESS ENTITIES**

1. Please provide documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnership, operating, or stockholders agreements and accountings.
2. All accountings for Simon Bernstein and generated income from renewals and payments paid to him and his business entities accountings and banking including but not limited to:
  - i. Bernstein Holdings, LLC
  - ii. Bernstein Family Investments, LLLP
  - iii. Bernstein Family Realty, LLC
  - iv. LIC Holdings Inc.
  - v. Life Insurance Concepts
  - vi. Life Insurance Concepts (LIC)
  - vii. Life Insurance Concepts, LLC
  - viii. Life Insurance Concepts, Inc.
  - ix. Life Insurance Connection Inc.
  - x. Life Insurance Innovations, Inc.
  - xi. Total Brokerage Solutions, LLC
  - xii. Telenet Systems
  - xiii. Arbitrage International Marketing Inc.
  - xiv. Arbitrage International Management, LLC
  - xv. National Service Association Inc.
  - xvi. National Service Corporation (Florida)
  - xvii. Cambridge Financing Company
  - xviii. Shirley Bernstein Family Foundation Inc. and Debbie Bernstein's involvement
  - xix. Simon and Shirley Bernstein (company or Foundation?)
  - xx. Don Teschers involvement with Ted and Deborah (Debbie) Family Foundation Inc.,
  - xxi. Don Teschers involvement with Ted & Deborah (Debbie) Family Foundation Inc.,
  - xxii. Bernstein Family Foundation
  - xxiii. Iviewit Holdings, Inc. – DL
  - xxiv. Iviewit Holdings, Inc. – DL (yes, two identically named Delaware companies)
  - xxv. Iviewit Holdings, Inc. – FL (yes, three identically named companies)
  - xxvi. Iviewit Technologies, Inc. – DL
  - xxvii. Uviewit Holdings, Inc. - DL
  - xxviii. Uview.com, Inc. – DL
  - xxix. Iviewit.com, Inc. – FL
  - xxx. Iviewit.com, Inc. – DL
  - xxxi. I.C., Inc. – FL
  - xxxii. Iviewit.com LLC – DL
  - xxxiii. Iviewit LLC – DL



- xxxiv. Iviewit Corporation – FL
- xxxv. Iviewit, Inc. – FL
- xxxvi. Iviewit, Inc. – DL
- xxxvii. Iviewit Corporation
- xxxviii. Records from Accounting firm  
Goldstein Lewin / CBIZ

## **ESTATE DOCUMENTS**

3. ALL ESTATE DOCUMENTS OF SIMON AND SHIRLEY OWED TO ELIOT AS BENEFICIARY OR GUARDIAN/TRUSTEE FOR MINOR CHILDREN BENEFICIARIES that are legally past due and suppressed and denied by estate counsel, personal representatives and alleged trustees of the estates
4. All documents and accounting for Simon Bernstein Will and Trust dated May 20, 2008
5. All Attorneys Fees Statements from beginning to current for both Simon and Shirley Estates and Trusts and Legal Fees for Stansbury Case for Simon and Shirley
6. All Banking and Balances for all Estate Assets including Business Entities, Individually and TOD'S, POD's and FBO's
7. All Investment Accounts for all Estate Assets including Business Entities, Individually and TOD'S, POD's and FBO's
8. All trust documents and business entities relating to Simon, Shirley, Eliot, Josh, Jake and Danny
9. All accounting for Saint Andrews Club Membership required for 7020 Lions Head Lane
10. All records for "Simon Bernstein Irrevocable Life Trust 2006"
11. Trust Accounting and Assets for "Simon L. Bernstein Amended and Restated Trust Agreement" dated July 25, 2012
12. Trust Accounting and Assets for "Shirley Bernstein Trust Agreement" dated May 20, 2008
13. All trust accountings for the Marital and Family Trust Shirley
14. All trust accountings for the Marital and Family Trust Simon
15. TITLE for 2013 Kia Soul given as a birthday gift to Josh Bernstein from Simon Bernstein on August 26, 2012 as birthday gift. The car remains in the estate uninsured and untitled
16. Accounting for "Bernstein Family Realty, LLC" dated June 30, 2008
17. All correspondence with Walt Sahn, loan holder
18. Accounting of "Limited Partnership of Bernstein Family Investments, LLLP" dated May 20, 2008
19. Accounting for "Bernstein Holdings, LLC" dated May 20, 2008.
20. Claims filed in the Estates and all correspondences, including but not limited to, William Stansbury
21. All corporate information regarding Telenet Systems, including but not limited to, correspondence and letters written to Scott Banks in regards to Telenet Systems and any business plans, agreements or any other record, including all financial transactions
22. Exempt Property Petitions filed in the Estates of Simon and Shirley.

23. Personal property inventories for Simon and Shirley.
24. Inventory for the Estates of Shirley Bernstein
25. Inventory for the Estate of Simon Bernstein
26. The "Eliot Bernstein Family Trust" documents and Accountings
27. Trust Accountings for any Trusts that Josh, Jake and Danny are a beneficiary, whether qualified or contingent
28. Accounting, Inventories and Allocation of the tangible personal property of Shirley and Simon Bernstein, including but not limited to, Jewelry, Fine Art, Home furnishings, clothing, family pictures, contents of safety deposit boxes and safes, office documents, computers, hard drives and business contracts
29. All documents relating to the life insurance policies owned by Shirley and Simon, insuring Shirley and/or Simon's life, or for the benefit of Shirley and/or Simon Bernstein;
30. Please provide documentation concerning the allocation and division of all companies owned by Simon and/or Shirley at the time of their deaths and copies of any partnership, operating, or stockholders agreements and accountings
31. Please provide a status and accountings of the ongoing litigation involving Stanford;
32. Please provide a status of the Iviewit company stock
33. Please provide information regarding the contents of the Condo and who is in possession.
34. Please provide ALL attorney and other professional or fiduciary accountings and billings for Shirley and Simon Estates
35. All homeowners insurance and any policies insuring any assets of the estates of SIMON and SHIRLEY.
36. Please provide any information you have with regards to the college funds created by Simon or Shirley Bernstein for the benefit of Joshua, Jacob and Daniel.
37. All information regarding the automobile of Simon Bernstein, a Porsche Panorama and records, lease papers, sale information, etc. Provide the name of any drivers of the vehicle and time and dates the vehicle has been used, mileage, etc. since Simon's passing

**EXHIBIT 5 - SEPTEMBER 27, 2013 – OCTOBER 07, 2013 LETTER EXCHANGE  
ELIOT AND OPPENHEIMER**

EXHIBITS  
Motion to Freeze Estates and More

## Eliot Bernstein

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**From:** Eliot Bernstein <iviewit@gmail.com>  
**Sent:** Monday, October 7, 2013 1:01 PM  
**To:** 'Craig, Janet'; 'Robert Spallina (rspallina@tescherspallina.com)'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'  
**Cc:** 'tourcandy@gmail.com'; 'Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com)'; 'Worth, Hunt'; Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Andrew R. Dietz @ Rock It Cargo USA  
**Subject:** RE: EMERGENCY OCTOBER Bernstein Expenses and Reimbursements

Yes I understand what you have said but I do not think you are listening carefully to what I have said, in that much of these transactions can be construed as part of a larger fraud and where Spallina is involved in documents in the estate that are admitted fraudulent and alleged forged, well, anything he was directing you to do and all documents tendered by him to you, are suspect at this time. Further, that both you and I were led to believe that Spallina would be replacing and replenishing the SCHOOL trusts that were used at his direction to pay living expenses and now that he is not living up to that unless I participate in fraudulent transactions in the estate, well you best work out with him these problems. There are also problems with his statements to the court regarding the transfer of the Legacy account and more to Oppenheimer that may indicate further fraud. Also, it was discovered at the hearing that Ted was not the trustee to the estate of Shirley as he claimed, as none had been elected since SIMON died as the PR and Trustee and no one informed the court of his death and filed documents as if he were alive so no successors were ever granted Letters and therefore any transfer of fiduciary to Ted or Spallina with this knowledge seems a breach of fiduciary duties and trust. I also recommended to you that you seek a court order for what you were doing with Spallina and Ted in attempting to close the accounts and transfer fiduciary titles and management titles and more and I have not signed any release papers until these matters can be rectified. Have you informed your legal department of the massive fiduciary liabilities that may result from these actions and do you have a contact for me to notify them as I do not think the legal department for Oppenheimer is copied on this email?

Again, as I do not have control over any of these accounts or trusts or Bernstein Family Realty LLC that you were in charge of as alleged trustee for my children, well, all I can say is that between the parties handling these trusts and matters as trustees or any other fiduciary role presumed, I would suggest you figure out together how to now protect the minor beneficiaries you have exposed to massive immediate life threatening risks and foreclosure (from incompetence and false statements to a note holder) in order to fulfill your fiduciary obligations legally and protect the beneficiaries you have exposed.

Please let me know as soon as possible regarding the requested information herein. Eliot

-----Original Message-----

**From:** Craig, Janet [mailto:Janet.Craig@opco.com]  
**Sent:** Monday, October 7, 2013 11:15 AM  
**To:** 'Eliot Ivan Bernstein (iviewit@gmail.com)'; 'Robert Spallina (rspallina@tescherspallina.com)'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'  
**Cc:** 'tourcandy@gmail.com'; 'Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com)'; Worth, Hunt  
**Subject:** FW: EMERGENCY OCTOBER Bernstein Expenses and Reimbursements

Eliot,

As I have told both you and Candice previously, there are no funds available in the boys' Trusts to pay any expenses. The only assets that remain in the Trust are the shares of Bernstein Family Realty LLC and LIC Holdings, neither of which are

liquid assets. I have been informed that no further funds will be coming to these Trusts and new Trusts will be set up for the boys once the Estate administration of your parents is allowed to proceed.

Please make other arrangements for the payment of these invoices.

Janet Craig, CTFA  
Senior Vice President & Compliance Officer Oppenheimer Trust Company  
18 Columbia Turnpike  
Florham Park, NJ 07932  
Tel: 973-245-4635  
Fax: 973-245-4699  
Email: Janet.Craig@opco.com

-----Original Message-----

From: Eliot Bernstein [mailto:iviewit@gmail.com]  
Sent: Friday, October 04, 2013 4:46 PM  
To: Craig, Janet; Worth, Hunt  
Cc: tourcandy@gmail.com; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA  
Subject: EMERGENCY OCTOBER Bernstein Expenses and Reimbursements

Hi Janet and Hunt ~ I have attached in the pdf file the list of all the monthly bills and expenses for the children and invoices and receipts for each to be paid by the trustee of the three children's trust and Manager of Bernstein Family Realty LLC, which I believe is still you, I have received no paperwork to show any changes. The total amount we paid was \$5,966.20 for reimbursement and there is now \$27,000.39 outstanding bills that must be paid immediately in certain cases some are due within 72 hours (see report attached notes section on first page). As we are unclear of who is now in charge of the trusts and the LLC and how the changed occurred or why, please make sure that these get paid by whomever you designated and however you designated them, as far as I am concerned Oppenheimer still appear as the trustee and manager. I have sent you transcripts of a probate court hearing whereby SPALLINA and TED were told by the Judge that he should read them their Miranda Rights, based on the admitted and acknowledged crime of fraudulently notarized and forged documents in the estate, a fraud on the Court whereby my father Simon, who was deceased, notarized documents and closed an estate months after he passed. In light of this and the fact that you sent me unsigned trust agreements repeatedly and court orders on certain of the accounts authorizing Oppenheimer that are improperly notarized, well it is all starting to look a bit suspicious of what is going on. Further, we were contacted by Walt Sahn who has been owed interest on the home owned by Bernstein Family Realty LLC that you allegedly are Manager for and that has not been paid for months while you were in charge (similar to months that you let the home go without homeowners insurance, especially in light of Mr. Sahn's loan with Bernstein Family Realty LLC, forcing this man to get counsel and begin to foreclose on the home for interest unpaid and no one at Bernstein Family Realty LLC responding to his repeated oral and written demand for payment on his loan. As you can see from his letters attached from Mr. Sahn in the bill section of the attached PDF file he has been trying to get paid by SPALLINA and TED who claim instead to be Bernstein Family Realty LLC trustees for now several months to him, which contradicts your claim and it appears bizarre that you as trustee are not in possession and knowledge of this impending foreclosure and loan on the LLC you manage for the 3 minor children, all this appears furthered by your mismanagement as trustees. The other issues about using these school trust funds to pay living expenses until Spallina was to replenish and replace any funds and then your abandoning them when Spallina refused to repay the trusts seems also careless mismanagement but may also be construed as Willful, Wanton, Reckless, and Grossly Negligent behavior in disregard of law by alleged fiduciaries of the trusts, managers of the LLC and trust and LLC counsel. I am presuming that since you are taking orders from Spallina for unknown reasons in using the children's school trust funds that Tescher and Spallina P.A. authorized that you are also using them as your counsel in these matters, as they have authorized and directed you according to your letters on how to spend and manage the funds, etc. Since these bills are now coming past due from this month and last month and the refusal to replenish and replace them is causing a CRISIS, if these problems are not rectified instantly by the trustees of the trusts and managers of Bernstein Family Realty LLC, which until an unknown time was Oppenheimer we

will have to notify the Courts and criminal authorities of your further involvement in attempting to bleed these funds and leave three minor children without SCHOOL, LIVING EXPENSES and MORE based on your actions and in conjunction with Spallina and Ted Bernstein that are suspect and perhaps criminal.  
Please let me know instantly what your intent is.

Thanks, Eliot

Eliot I. Bernstein  
Inventor  
Iviewit Holdings, Inc. - DL  
2753 N.W. 34th St.  
Boca Raton, Florida 33434-3459  
(561) 245.8588 (o)  
(561) 886.7628 (c)  
(561) 245-8644 (f)  
iviewit@iviewit.tv  
<http://www.iviewit.tv>

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**Sept 01-Sept 30**

| <b>Expense</b>              | <b>Vendor</b>  | <b>Actual Billed</b> | <b>Amount Paid</b> | <b>Notes</b>  |
|-----------------------------|----------------|----------------------|--------------------|---|
| <b>Trust Pays Direct</b>    |                |                      |                    |   |
| Pool                        | Aquatic Isles  | \$160.00             |                    | <b>PAST DUE 80</b>  |
| Electric                    | FPL            | \$528.86             |                    |   |
| Water                       | City of Boca   | \$229.50             |                    |   |
| Landscape                   | CM Landscaping | \$80.00              |                    |   |
| <b>School Boys Expenses</b> |                |                      |                    |   |
| Josh                        | St. Andrews    | \$2,337.25           |                    |   |
| <b>School Boys Expenses</b> |                |                      |                    |   |
| Jacob                       | St. Andrews    | \$2,377.00           |                    |   |
| <b>School Boys Expenses</b> |                |                      |                    |   |
| Danny                       | St. Andrews    | \$1,793.95           |                    |   |
| Swordfish Lax               |                | \$1,100.00           |                    |   |
| Josh Jake Israel            |                |                      |                    |   |
| Lacrosse                    |                | \$8,000.00           |                    | <b>Deposits Due / 4k Jake 4k Josh</b>                     |
| Josh Jake Israel            |                |                      |                    |   |
| Lacrosse Expenses           |                | \$1,000.00           |                    | Travel monies   |
| Cell Phone                  | Verizon        | \$463.66             |                    |   |
| Cable+Phone                 | Comcast        | \$317.01             |                    | <b>62.00 PAST DUE</b>                                     |
| Homeowners Ins              | Massey         |                      |                    | <b>WHEN IS THIS DUE?</b>                                  |
| Providence Health Services  |                | \$35.00              |                    | Jake  |
| Property Taxes              |                |                      |                    | HAVE THESE BEEN PAID?                                     |
| Taxes                       |                |                      |                    | HAVE THESE BEEN PAID?                                     |
| Blue Cross Health Insurance |                | \$3,878.16           |                    | <b>OVERDUE DID TRUST NOT PAY LAST MONTH?????? 1939.08</b> |

|                              |            |
|------------------------------|------------|
| Walter Sahm                  | \$3,800.00 |
| National Invitational<br>175 | \$900.00   |

**Eliot Candice Paid**

|                           |                         |                    |                   |
|---------------------------|-------------------------|--------------------|-------------------|
| Auto Insurance            | State Farm              | \$159.73           | \$159.73          |
| Home Supplies             |                         | \$1,087.47         | \$1,087.47        |
| Gas Food Lodging          |                         | \$3,372.84         | \$3,372.84        |
| Home Services             | Gizella<br>Housekeeping | \$80.00            | \$80.00           |
| School Supplies           |                         | \$197.39           | \$197.39          |
| Sport Supplies            |                         | \$140.02           | \$140.02          |
| Sports Supplies           |                         |                    | \$0.00            |
| SuperCuts                 |                         | \$18.00            | \$18.00           |
| Postage                   |                         | \$71.15            | \$71.15           |
| Volvo Maintenance         |                         | \$33.45            | \$33.45           |
| Kids Cash/Ent<br>Expenses |                         | \$197.64           | \$197.64          |
| Legal Expenses            |                         | \$608.51           | \$608.51          |
| <b>Total Expenses</b>     |                         | <b>\$32,966.59</b> | <b>\$5,966.20</b> |

Trust Payments

**Interest on Bernstein Family Realty  
Home owed since June 03, 2013 and  
NOT PAID OR RESPONDED TO LOAN  
HOLDER!!!! MAY CAUSE  
FORECLOSURE IF NOT INSTANTLY  
RECTIFIED BY MANAGER OF LLC  
MUST BE PAID IN 72 HOURS TO  
HOLD SPOT SEE EMAIL Josh college  
recruiting**

School Clothes Supplies new year



|  |                    |
|--|--------------------|
| <b>Reimbursements</b>                      | <b>\$5,966.20</b>  |
| <b>Balance Bills To Be Paid By Trustee</b> | <b>\$27,000.39</b> |

Please request changes on the back.  
Notes on the front will not be detected.

The amount enclosed includes the following donation:  
FPL Care To Share \$ \_\_\_\_\_

B 3,8 4118 5

AUTO \*\*CO 3408  
095885



THE BERNSTEIN FAMILY REALTY  
LLC  
2753 NW 34TH ST  
BOCA RATON FL 33434-3459

Make check payable to FPL in U.S. funds  
and mail along with this coupon to:

FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001



| Account number | Total amount you owe | New charges due by | Amount enclosed |
|----------------|----------------------|--------------------|-----------------|
| 53111-50311    | \$528.86             | Oct 17 2013        | \$              |

**Your electric statement**

Account number: 53111-50311

For: Aug 27 2013 to Sep 26 2013 (30 days)

Customer name: THE BERNSTEIN FAMILY REALTY  
Service address: 2753 NW 34TH ST

Statement date: Sep 26 2013  
Next meter reading: Oct 25 2013

| Amount of your last bill | Payments (-) | Additional activity (+ or -) | Balance before new charges (=) | New charges (+) | Total amount you owe (=) | New charges due by |
|--------------------------|--------------|------------------------------|--------------------------------|-----------------|--------------------------|--------------------|
| 521.65                   | 521.65 CR    | 0.00                         | 0.00                           | 528.86          | \$528.86                 | Oct 17 2013        |

**Meter reading - Meter ACD7936**

Current reading 20429  
Previous reading - 16067  
kWh used 4342

Amount of your last bill 521.65  
Payment received - Thank you 521.65 CR  
Balance before new charges \$0.00

**Energy usage**

|                | Last Year | This Year |
|----------------|-----------|-----------|
| kWh this month | 3803      | 4342      |
| Service days   | 28        | 30        |
| kWh per day    | 136       | 145       |

**New charges (Rate: RS-1 RESIDENTIAL SERVICE)**

|                          |                 |
|--------------------------|-----------------|
| Electric service amount  | 441.80**        |
| Storm charge             | 4.65            |
| Gross receipts tax       | 11.45           |
| Franchise charge         | 26.56           |
| Utility tax              | 36.58           |
| Late payment charge      | 7.82            |
| <b>Total new charges</b> | <b>\$528.86</b> |

**\*\*The electric service amount includes the following charges:**

Customer charge: \$7.24  
 Fuel: \$147.74  
 (First 1000 kWh at \$0.026330)  
 (Over 1000 kWh at \$0.036330)  
 Non-fuel: \$286.82  
 (First 1000 kWh at \$0.058090)  
 (Over 1000 kWh at \$0.060440)

**Total amount you owe \$528.86**

- Payments received after **October 17, 2013** are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- Make saving energy and money your "pet project" and save up to \$250 a year. We can help you change the current way you use energy and make your bill even lower at: [FPL.com/PetProject](http://FPL.com/PetProject).

MS 9-30-13  
 Ticket # 6541  
 5 days  
 3 days

Please have your account number ready when contacting FPL.  
 Customer service: (561) 994-8227  
 Outside Florida: 1-800-226-3545  
 To report power outages: 1-800-4OUTAGE (468-8243)  
 Hearing/speech impaired: 711 (Relay Service)  
 Online at: [www.FPL.com](http://www.FPL.com)

9/22/13

Dear Eliot and CANDY (CANDACE),

As we discussed on Friday evening, my calling you makes me very un-comfortable. This situation would never have transpired had Si not passed away.

You can see that he paid the taxes, Renewal interest as of June 2012. The hand-written letter to Todd is self-explanatory & forwarded the enclosed to him in early June 2013. He told me he would refer everything to Spallina (S) & Tescher (Sp?). We've heard nothing. Our attorney, John Cappeller, has left two phone messages of inquiry asking in essence, what they are doing to honor this mortgage terms. Apparently nothing!

For your information, I've instructed Mr. Cappeller to take no action until we see if there is any movement on their part to honor the mortgage terms. What is a shame is that you have put \$90,000+ of renovations into your home & now this is being greedily intrafamilial in-fighting is occurring. A full way badly for you both & for your family. Si & Shirley would be mortified.

Eventually, you have to take some action; however, it won't happen until I've given you a "heads-up" before doing so. I hope you get your problems legally resolved. What a bitch you're going through!

Best regards & wishes,  
Walt Lahn for Pat Lahn  
AS well  
(Cell) 561-373-1125  
(H) 352-751-2632

6/3/13

Mr. Ted Bernstein, Pres  
Life Insurance Concepts, Inc.  
950 Peninsula Corporate Blvd, #300  
Boca Raton, FL 33487

Cop

Dear Ted,

We hope that you, Dabea and your family are all doing well and that all of your kids are stringing forward in their academic and/or vocational pursuits. Several must be graduated from College by now.

If you'll recall, we spoke one evening before the election re: what I was to do going forward in the protocol to be followed in future Mortgage Renewals between us (Walt and Pat) and Bernstein Family Realty, LLC.

At that time, you told me that all financial matters are now handled by the attorneys for the Shirley and Arnon Bernstein Estates. Do I still send the mortgage note renewals to you and, then, you'd send it on to the estate Representative? I'll presume that this is the case.

This is the next to last renewal statement that we'll be sending. Next year, if not sooner, we'd like to have the balloon payment plus any accrued interest paid in full. Do you feel that Elliott and Candy will be able to obtain a mortgage if necessary? It was originally Eli's stated intention to utilize his and your mother's personal Annual exclusions payable to Candy, ELLIOTT and their three children over two years to provide the \$110,000 to Retire with mortgage balance.

Perhaps you might shed some light on this issue. Are you now the Successor "Manager" of the Bernstein Family Realty, LLC? One last request, Ted. Would you have the estate Representative mail us a copy of the current "Proof of Insurance". Thank you for your attention to this request. Stay healthy!

Best wishes,

Walt

Pat Burd @ embargmail.com  
16.11.11.11  
(407) 352-251-2632

NC 159



CFN 20120143493  
OR BK 25132 PG 1051  
RECORDED 04/12/2012 09:21:00  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pge 1051 - 1054; (4pge)

Prepared by and return to:

John M. Cappeller, Jr.  
Cappeller Law  
John M. Cappeller, Jr.  
350 Camino Gardens Blvd., Suite 303  
Boca Raton, FL 33432

**AMENDMENT TO MORTGAGE AND PROMISSORY NOTE**

This AMENDMENT TO MORTGAGE AND PROMISSORY NOTE (this "Amendment") is entered into effective the 15 day of February, 2012, among BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company, having an address at 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487 (the "Mortgagor"), and WALTER E. SAHM and PATRICIA SAHM, having an address at 8230 SE 177<sup>th</sup> Winterthru Loop, The Villages, FL 32162 ("Mortgagee").

**WITNESSETH**

WHEREAS, Mortgagee granted Mortgagor a purchase money mortgage in the amount of \$110,000.00, evidenced by that certain Promissory Note dated June 20, 2008, (the "Promissory Note"); and

WHEREAS, the Promissory Note is secured, *inter alia*, by that certain Mortgage dated June 20, 2008 from Mortgagor in favor of Mortgagee, recorded on June 26, 2008 in Official Records Book 22723, Page 691, of the Public Records of Palm Beach County, Florida (the "Mortgage"); and

WHEREAS, Mortgagor has asked Mortgagee to extend the term of the Mortgage and the Promissory Note (the "Amendment"); and

WHEREAS, to document the Amendment, Mortgagor is executing and delivering to Mortgagee this Amendment to Mortgage and Promissory Note;

**DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES ON THE ORIGINAL INDEBTEDNESS OF \$110,000.00 WERE PAID IN FULL UPON THE RECORDING OF THE MORTGAGE AND SECURITY AGREEMENT DATED JUNE 20, 2008 AND RECORDED ON JUNE 26, 2008 IN OFFICIAL RECORDS BOOK 22723 PAGE 691, IN THE PUBLIC RECORDS OF PALM BEACH, FLORIDA.**

6/3/13

REPRESENTATIVE COPY

Bernstein Family Realty, LLC  
950 Peninsula Corporate Circle, # 3010  
Boca Raton, FL 33487

RE: SECOND ANNIVERSARY of MORTGAGE AND PROMISSORY NOTE AMENDMENT ON  
RESIDENCE AT 2253 N.W. 34th St., Boca Raton, FL Effective June 19, 2013

Dear Sirs

Referencing the amendment to the original note, we offer the... (3) options:

- 1)  Pay the Loan balance of \$110,000 + (1) one year's interest (\$110,000 X .035 = \$3850 = \$113,850);
- 2)  Pay the interest due for this renewal year only (\$110,000 X .035) = \$3850.
- 3)  Pay NO (ZERO) INTEREST ON PRINCIPAL THIS YEAR AND ALLOW THE INTEREST TO ACCRUE AND COMPOUND UNTIL THE FINAL BALLOON PAYMENT IS DUE 8 June 19, 2014

If you wish to pay the balloon plus interest prematurely, I'll direct our attorney, John Cappella, who prepared the mortgage amendment, to draw up a "Satisfaction of Mortgage" document. Would you please check the box that represents the option that you are currently choosing, sign it and return a copy to us in the enclosed, self-addressed, stamped envelope? Please print your name clearly under your signature.

Thank you,

X \_\_\_\_\_ Noted as...  
WALTER E. SAHM, JR

X \_\_\_\_\_ Mortgagee  
PATRICIA A. SAHM

X \_\_\_\_\_ REPRESENTATIVE  
\_\_\_\_\_  
PRINT NAME  
BERNSTEIN FAMILY REALTY, LLC



# SAINT ANDREW'S SCHOOL

3900 JOG ROAD  
 BOCA RATON, FLORIDA 33434  
 (561) 210-2030

9/6/2013

Page 1

Daniel E. Bernstein

ACCOUNT  
OF:

Mrs. Candice Bernstein  
 2753 NW 34th St  
 Boca Raton, FL 33434-3459

11983

fifth

|                        |           |
|------------------------|-----------|
| <b>AMOUNT DUE</b>      | \$1793.95 |
| <b>AMOUNT ENCLOSED</b> |           |

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

| DATE      | TYPE    | REFERENCE                             | CHARGE           | CREDIT    |
|-----------|---------|---------------------------------------|------------------|-----------|
|           |         | <b><u>Daniel E. Bernstein</u></b>     |                  |           |
|           |         | Balance Forward 8/1/2013              | \$1716.00        |           |
| 8/16/2013 | Payment | Check 25321                           |                  | \$1716.00 |
| 8/25/2013 | Charge  | Tuition Saint Andrew's Special        | \$1716.00        |           |
| 8/31/2013 | Charge  | Bookstore Charges                     | \$77.95          |           |
|           |         | <b>Subtotal - Daniel E. Bernstein</b> | <b>\$1793.95</b> |           |

### STATEMENT

| Current    | 31-60   | 61-90   | over 90 | <b>TOTAL</b>      |
|------------|---------|---------|---------|-------------------|
| \$ 1793.95 | \$ 0.00 | \$ 0.00 | \$ 0.00 | <b>\$ 1793.95</b> |

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13.  
 PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.



# SAINT ANDREW'S SCHOOL

3900 JOG ROAD  
BOCA RATON, FLORIDA 33434  
(561) 210-2030

9/6/2013

Page 1

Jacob N. Bernstein

ACCOUNT OF:

Mrs. Candice Bernstein  
2753 NW 34th St  
Boca Raton, FL 33434-3459

11987

ninth

AMOUNT DUE

\$2377.00

AMOUNT ENCLOSED

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

| DATE                      | TYPE    | REFERENCE                            | CHARGE           | CREDIT    |
|---------------------------|---------|--------------------------------------|------------------|-----------|
| <b>Jacob N. Bernstein</b> |         |                                      |                  |           |
|                           |         | Balance Forward 8/1/2013             | \$2099.00        |           |
| 8/16/2013                 | Payment | Check 25320                          |                  | \$2099.00 |
| 8/25/2013                 | Charge  | Tuition Saint Andrew's Special       | \$2099.00        |           |
| 8/31/2013                 | Charge  | Bookstore Charges                    | \$278.00         |           |
|                           |         | <b>Subtotal - Jacob N. Bernstein</b> | <b>\$2377.00</b> |           |

### STATEMENT

| Current    | 31-60   | 61-90   | over 90 | TOTAL      |
|------------|---------|---------|---------|------------|
| \$ 2377.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 2377.00 |

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13. PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.





# SAINT ANDREW'S SCHOOL

3900 JOG ROAD  
BOCA RATON, FLORIDA 33434  
(561) 210-2030

9/6/2013

Page 1

Joshua E. Bernstein

ACCOUNT OF:

Mrs. Candice Bernstein  
2753 NW 34th St  
Boca Raton, FL 33434-3459

11988

cleventh

AMOUNT DUE

\$2337.25

AMOUNT ENCLOSED

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

| DATE                       | TYPE    | REFERENCE                             | CHARGE           | CREDIT    |
|----------------------------|---------|---------------------------------------|------------------|-----------|
| <b>Joshua E. Bernstein</b> |         |                                       |                  |           |
|                            |         | Balance Forward 8/1/2013              | \$2099.00        |           |
| 8/16/2013                  | Payment | Check 25319                           |                  | \$2099.00 |
| 8/25/2013                  | Charge  | Tuition Saint Andrew's Special        | \$2099.00        |           |
| 8/31/2013                  | Charge  | Bookstore Charges                     | \$238.25         |           |
|                            |         | <b>Subtotal - Joshua E. Bernstein</b> | <b>\$2337.25</b> |           |

### STATEMENT

| Current    | 31-60   | 61-90   | over 90 | TOTAL      |
|------------|---------|---------|---------|------------|
| \$ 2337.25 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 2337.25 |

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13. PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

Shalom Mrs. Bernstein,

It was wonderful to connect, I am excited by your enthusiasm for this opportunity and I know it will be transformative and enriching for your boys in many ways.

Attached is an official letter and detailed look at the trip. I am confident that your sons will flourish in this experience where we will integrate top level lacrosse, service learning, and Jewish education.

Please send in the \$500 deposits each to the New York Office, the address is on the letter. Thank you and feel free to call me for any reason, I look forward to coaching your sons.

Sincerely,

Noah

Shalom Aleichem,

Noah Miller, MS  
Program Development Director  
Israel Lacrosse Association

\$ 500 FOR JOSH DEPOSIT

\$ 500 FOR JAKE DEPOSIT

\* DUE IMMEDIATELY TO HOLD SPOTS

BALANCE

\$ 3500.00 FOR JOSH

\$ 3500.00 FOR JAKE

MAIL TO ADDRESS IN NY ON LETTER

\$ 500 DEPOSIT FOR JOSH  
\$ 500 DEPOSIT FOR JAKE  
DUE IMMEDIATELY TO HOLD

**From:** Noah Miller [mailto:noah@lacrosse.co.il]  
**Sent:** Thursday, September 26, 2013 5:13 PM  
**To:** tourcandy@gmail.com  
**Subject:** U-19 Team Israel Information

\$ 3500 BALANCE FOR JOSH  
\$ 3500 BALANCE FOR JAKE

Shalom Mrs. Bernstein,

It was wonderful to connect, I am excited by your enthusiasm for this opportunity and I know it will be transformative and enriching for your boys in many ways.

Attached is an official letter and detailed look at the trip. I am confident that your sons will flourish in this experience where we will integrate top level lacrosse, service learning, and Jewish education.

Please send in the \$500 deposits each to the New York Office, the address is on the letter. Thank you and feel free to call me for any reason, I look forward to coaching your sons.

Sincerely,

Noah

Shalom Aleichem,

Noah Miller, MS  
Program Development Director  
Israel Lacrosse Association

"Sport has the power to change the world...it has the power to inspire. It has the power to unite people in a way that little else does. It speaks to youth in a language they understand. Sport can create hope where once there was only despair." -Nelson Mandela

[Donate Now](#) to Noah Miller's efforts to facilitate social change through the sport of lacrosse.

**From:** Noah Miller [mailto:noah@lacrosse.co.il]  
**Sent:** Thursday, September 26, 2013 1:51 PM  
**To:** tourcandy@gmail.com  
**Subject:** Fwd: U-19 Team Israel Opportunity

Hello Josh,

My name is Noah Miller and I am the head coach of the Israel Lacrosse U-19 program. You have been recommended to me as a player who would be a great addition to our program. I would like to discuss this opportunity in greater detail, in which you will have the chance to play against two European national teams, tour Israel, and visit Jewish sites in two countries.

Please let me know if you would like to discuss this opportunity. We need to speak ASAP to reserve your spot on the roster. Call me or we can schedule a time to talk.

Sincerely,

Coach Noah Miller

Shalom Aleichem,

Noah Miller, MS  
Program Development Director  
Israel Lacrosse Association

"Sport has the power to change the world...it has the power to inspire. It has the power to unite people in a way that little else does. It speaks to youth in a language they understand. Sport can create hope where once there was only despair." -Nelson Mandela

[Donate Now](#) to Noah Miller's efforts to facilitate social change through the sport of lacrosse.



1501 Broadway, 21st Floor, New York, NY 10036

10 Shalom Alechem, #9, Tel Aviv, Israel 63432

Dear Parent,

The Federation of International Lacrosse has encouraged us to compete in several international events as the worldwide lacrosse community prepares for the 2014 Men's World Lacrosse Championships next July in Denver, Colorado.

While our Senior team will be participating in many of these tournaments, the Israel Lacrosse Association will be dispatching our first ever Israel U-19 National Team to compete in an event in Warsaw, Poland this winter. The team, which will be comprised of both Jewish-American and Israeli players, will train for one week at the Wingate Institute for Sport – Israel's Official Olympic training facility in Netanya – before traveling to compete against the Slovakia and Poland men's national lacrosse teams.

During training camp, the team will visit Israeli sites such as Masada, the Dead Sea, Yad Vashem, and the Western Wall. They will teach lacrosse to young Israeli athletes, as well as play as a loaner for either the Jerusalem or Tel Aviv club team. Your son will also receive high-level instruction from players and coaches of the Israel Senior National Team, including Jewish MLL pros such as Jake Deane, Casey Cittadino and Adam Crystal.

We are able to offer a participant package which includes all housing, transportation (including group flight from New York to Warsaw/Tel Aviv), food, apparel (including Israel and club team uniforms, team helmet, gloves, and more), touring, insurance, and intangibles for \$4,000 USD. While we understand this is a significant expense, we are in the process of developing several fundraising programs to help alleviate the cost. That being said, we do not receive any government support, and thus the expense for this trip must be 100% self-funded.

I have included a copy of the trip itinerary on the next page. Please note the Israel Lacrosse Association is a 501(c)3 non-profit organization in New York State, and all financial contributions made in support of the Israel U-19 team are tax deductible.

Please do not hesitate to contact me if you have any questions, and let me know if you would like to set up a call to discuss this opportunity further.

Thank you,

Noah Miller  
Head Coach  
Israel U-19 National Team

# Aquatic Isles Pool Service

100 NW 4th Street  
Boca Raton, Florida 33432  
(561) 367-7946

## STATEMENT

10/01/13

ACCT: MM3 BERN V4

CANDICE BERNSTEIN  
2753 NW 34TH ST  
BOCA RATON FL 33434

**Total Due \$ 160.00**

**Amount Paid: \$ \_\_\_\_\_**

RE : 2753 NW 34 STREET

PLEASE RETURN THIS PORTION WITH PAYMENT

| REFERENCE              | CHARGES | CREDITS | BALANCE |
|------------------------|---------|---------|---------|
| PREVIOUS BALANCE       | 80.00   |         | 80.00   |
| October Service Charge | 80.00   |         | 80.00   |

CHARGES DUE UPON RECEIPT.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (561) 367-7946.  
WE ACCEPT VISA, MASTERCARD AND AMERICAN EXPRESS

**160.00**

**PLEASE PAY THIS AMOUNT**

Thank You

ADP COBRA Services  
 P.O. Box 2998  
 Alpharetta, GA 30023-2998

Please read the enclosed letter for requirements relating to remittance of premium payments. This information is critical to your on-going continuation of coverage.

Following is your payment coupon from ADP COBRA Services. This coupon was printed on 09/08/13 for coverage from 10/1/2013 to 10/31/2013.

In order to expedite the processing of your payment, please tear the coupon along the perforation.

**Note: If you fail to make a payment for a coverage period before the end of the grace date for that coverage period, you will lose all rights to continuation coverage under the plan. Any letters or coupons you receive after failure to timely pay for any coverage period will not extend your grace date for any payment.**

Please send the coupon below with your payment

| BENEFITS CONTINUATION COUPON |                                      | Rock-It Cargo USA LLC - Coupon #1   |   |
|------------------------------|--------------------------------------|---|---|
| Payment Due:                 | 10/1/13                              | Send correspondence other than payments & coupons to:<br>ADP COBRA Services<br>P.O. Box 2998<br>Alpharetta, GA 30023-2998                       | BL-18175353<br>Candice Bernstein<br>2753 NW 34TH STREET<br>BOCA RATON, FL 33434 |
| Coverage Period:             | 10/1/13 - 10/31/13                   |   |   |
| Grace Date:                  | 10/31/13                             |   |   |
| Amt Due                      | Plan                                 | Send Payment with Coupon to:<br><br>ADP COBRA SERVICES<br>P.O. BOX 7247-0367<br>PHILADELPHIA, PA 19170-0367<br><br>●●●●●●●●●●●●●●●●●●●●●●●●●●●● |   |
| \$143.99                     | Aetna Dental Plan                    |   |   |
| \$1,795.09                   | Independence Blue Cross Medical Plan |   |   |
| \$1,939.08                   | Past Due (Due by 10/01/2013)         |   |   |
| <hr/>                        | <b>Total Due</b>                     |   |   |
| \$3,878.16                   |                                      |   |   |

1201310310002147918175353003878160000514204

Janet,

Please send \$1100 for travel lacrosse teams to RJ Dawson at address below.

South Florida Swordfish  
18422 Spanish Isles Place  
Boca Raton, FL 33496

---

Candice,

For Danny and Josh, it will be \$1000.

I know that Jake is limited, and I am not sure if he wants a uniform. If he wants the "gear", it will be \$1100 total

The address is:

South Florida Swordfish  
18422 Spanish Isles Place  
Boca Raton, FL 33496

Thanks,

RJ

---





Account Number 01638 567818-02-7  
 Billing Date 09/09/13  
 Unpaid Balance \$116.94 - Due Now  
 New Charges \$239.27 - Due 10/01/13  
 Total Amount Due \$356.21  
 Page 1 of 3

Contact us: www.comcast.com 1-561-COMCAST

**LLC BERNSTEIN**

For service at:  
 2753 NW 34TH ST  
 BOCA RATON FL 33434-3459

**News from Comcast**

Our records show that we have not received payment for last month's Comcast service(s). The amount past due is listed as Unpaid Balance. To avoid a possible loss of service, please pay this bill immediately. If you have already paid your previous balance, please disregard this notice and pay the New Charges on your statement. Thank you.

Sign up now to go paperless with Comcast Ecobill, an environmentally friendly way to view and pay your bill online. Check out Comcast.com/ecobill for more information today.

Buenas noticias, a partir del 23 de julio podrás recibir tu factura en español. Solo tienes que llamar para pedir este cambio al 1-800-COMCAST (266-2278).  
 Good news, starting July 23 your bill will be available in Spanish. You just need to call 1-800-COMCAST (266-2278) to request this change.

|                                       |                 |
|---------------------------------------|-----------------|
| Previous Balance                      | 116.94          |
| Payments - received by 09/09/13       | 0.00            |
| <b>Unpaid Balance - Due Now</b>       | <b>116.94</b>   |
| New Charges - Due by 10/01/13         | 239.27          |
| <i>see below for more information</i> |                 |
| <b>Total Amount Due</b>               | <b>\$356.21</b> |

|                                   |                 |
|-----------------------------------|-----------------|
| XFINITY Bundled Services          | 159.99          |
| Additional XFINITY TV Services    | 50.76           |
| Additional XFINITY Voice Services | 8.14            |
| Taxes, Surcharges & Fees          | 20.38           |
| <b>Total New Charges</b>          | <b>\$239.27</b> |

pd 9-26-13 + 54.69 pd,  
 AUG - 116.94 due  
 BAL = 62.25  
**TOTAL = 317.01**

009732 1/2

1 8

Detach and enclose this coupon with your payment. Please write your account number on your check or money order. Do not send cash.



7201 N FEDERAL HWY  
 BOCA RATON FL 33487

AV 01 009732 41166B 27 A\*\*5DGT  
  
 LLC BERNSTEIN  
 2753 NW 34TH ST  
 BOCA RATON FL 33434-3459

Account Number 01638 567818-02-7  
 Payment Due by Due Now  


---

 Total Amount Due \$356.21  


---

Amount Enclosed \$ \_\_\_\_\_

Make checks payable to Comcast

COMCAST  
 PO BOX 105184  
 ATLANTA GA 30348-5184



PO BOX 4005  
ACWORTH, GA 30101-9006

|   |                 |            |
|---|-----------------|------------|
| Manage Your Account & View Your Usage Details   | Account Number  | Date Due   |
| My Verizon at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a>        | 470547806-00002 | Past Due   |
| Address Changed? - go to <a href="http://vzw.com/changeaddress">vzw.com/changeaddress</a> | Invoice Number  | 1225514108 |

20005135 02 MB 0.402 \*\*AUTO T2 0 4520 33434-345953 1 E NCNV2004

### Quick Bill Summary

Aug 21 - Sep 20



██████████  
2753 NW 34TH ST  
BOCA RATON, FL 33434-3459

|  |                               |
|--|-------------------------------|
| Previous Balance (see back for details)                  | \$500.92                      |
| No Payment Received                                      | \$0.00                        |
| Balance Forward Due Immediately                          | \$500.92 <i>REC'D 7-26-13</i> |
| Account Charges and Credits                              |                               |
| Includes Late Fee of \$7.51                              | \$7.51                        |
| Monthly Charges  | \$413.07                      |
| Usage and Purchase Charges                               | \$2.20                        |
| Verizon Wireless' Surcharges and Other Charges & Credits | \$10.80                       |
| Taxes, Governmental Surcharges & Fees                    | \$32.08                       |
| <b>Total Current Charges Due by October 15, 2013</b>     | <b>\$463.66</b>               |

**Introducing VERIZON EDGE**  
 Discover the newest way to upgrade. Get the phone you want, when you want it. No down payment. No finance charges or upgrade fees. Visit [go.vzw.com/edgeinfo](http://go.vzw.com/edgeinfo) for details.

**Total Amount Due \$964.58**

Our records indicate your account is past due. Please send payment now to avoid service disruption.

|                   |  |   |
|-------------------|--|---|
| Pay from Wireless | Pay on the Web   | Questions:                                |
| #PMT (#768)       | My Verizon at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a> | 1.800.922.0204 or *611 from your wireless |

WV



██████████  
2753 NW 34TH ST  
BOCA RATON, FL 33434-3459

Bill Date September 20, 2013  
Account Number 470547806-00002  
Invoice Number 1225514108

### Total Amount Due

Make check payable to Verizon Wireless.  
Please return this remit slip with payment. **\$964.58**

\$    .

PO BOX 660108  
DALLAS, TX 75266-0108



Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

1225514108010470547806000020000463660000964580



*City of Boca Raton*

UTILITIES PROCESSING CENTER  
P.O. Box 660927  
Dallas, TX 75266-0927

FINANCIAL SERVICES DEPARTMENT

# Account Statement

## ACCOUNT INFORMATION

ACCOUNT: 144235-6496  
SERVICE ADDRESS: 2753 NW 34 ST  
BILLING DATE: 9/24/13

PREVIOUS BALANCE .00  
TOTAL CURRENT CHARGES 229.50  
TOTAL AMOUNT DUE 229.50

*Balance is due when rendered. A late fee of \$15.00 is charged on payments not received within 30 days of billing date.*

Bi06920

## DETAIL INFORMATION

CYCLE/ROUTE : 70/82 RATE CLASS : SINGLE FAMILY  
Last payment amount/date: 274.89 8/14/13

| Service | Service Period                      | Days | Meter Number | Units | Current | Previous | Charge | Total         |
|---------|-------------------------------------|------|--------------|-------|---------|----------|--------|---------------|
| WA      | 7/23/13 - 9/19/13                   | 58   | 093459693    | TNGL  | 238797  | 231869   |        |               |
| WA      | CUSTOMER CHARGE                     |      |              |       |         |          | 5.76   |               |
| WA      | CAPACITY CHARGE                     |      |              |       |         |          | 19.77  |               |
| WA      | COMMODITY CHARGE                    |      | 69.28        |       | 108.38  |          |        | 133.91        |
| SW      | SEWER CHARGE                        |      |              |       | 43.07   |          |        | 43.07         |
| GB      | CURBSIDE COLLECTION                 |      |              |       | 33.00   |          |        | 33.00         |
| ST      | STORMWATER-SINGL/FAM<br>UTILITY TAX |      |              |       | 6.13    |          | 13.39  | 6.13<br>13.39 |

144235-6496 09 24 13

# Payment Coupon

PLEASE FOLD ON PERFORATION BEFORE TEARING - RETURN BOTTOM PORTION WITH YOUR PAYMENT  
MAKE CHECKS PAYABLE TO THE CITY OF BOCA RATON

## ACCOUNT INFORMATION

ACCOUNT: 144235-6496  
SERVICE ADDRESS: 2753 NW 34 ST  
SERVICE PERIOD: 7/23/13 to 9/19/13  
BILLING DATE: 9/24/13

FAMILY REAL ESTATE BERNSTEIN  
2753 NW 34TH ST  
BOCA RATON FL 33434-3459

INDICATE MAILING ADDRESS CHANGE BELOW:

## AMOUNT DUE

TOTAL AMOUNT DUE 229.50

## AMOUNT ENCLOSED

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

Mail Payment To:



CITY OF BOCA RATON  
UTILITIES PROCESSING CENTER  
PO BOX 660927  
DALLAS TX 75266-0927

1 0001442350000064960000229501



PROVIDENCE MED INST  
PO BOX 4717  
PALM DESERT CA 92661

# THIS IS A BILL

**Important Message** Date: 09/23/13

Total Balance: \$35.00

**\*\*PAST DUE\*\***

This is your past due notice. Please make payment immediately. If unable to pay in full, payment options are listed on the reverse side. Balances of \$250 or greater may qualify for a prompt pay discount if paid in full online or by phone.

**Customer Service**

PAY ONLINE: California.Providence.org/paymybill

Phone: 855-809-4953

Hours: MONDAY - FRIDAY: 8:00 AM - 4:30 PM

Uninsured patients may qualify for free or reduced cost medical care. Contact us for more information.



CANDACE BERNSTEIN  
2753 NW 34TH STREET  
BOCA RATON, FL 33434

**Guarantor Account ID: 719785**

| Date of Service   | Description                   | Charges       | Insurance Pmts/Adjs | Patient Pmts/Adjs | Insurance Balance | Patient Balance |
|---|-------------------------------|---------------|---------------------|-------------------|-------------------|-----------------|
| <b>ACCT#: 900000437595 Patient: Jake Bernstein Status: Past Due Balance</b>     |                               |               |                     |                   |                   |                 |
| <b>Place: PMI MANHATTAN BEACH DOS: 08/04/2013 - 08/04/2013 Type: Outpatient</b> |                               |               |                     |                   |                   |                 |
| 08/04/13  | OFFICE OUTPATIENT NEW LEVEL 3 | 159.00        |                     |                   |                   |                 |
|   | BCBS CA Adjustments           |               | -56.88              |                   |                   |                 |
|   | BCBS CA Payments              |               | -52.12              |                   |                   |                 |
|   | Total Guarantor Payments      |               |                     | -15.00            |                   |                 |
|   | <b>Totals</b>                 | <b>159.00</b> | <b>-109.00</b>      | <b>-15.00</b>     | <b>0.00</b>       | <b>35.00</b>    |
|   | <u>Patient Balance</u>        |               |                     |                   |                   | <u>35.00</u>    |
| <b>Balance Due</b>  |                               |               |                     |                   |                   | <b>35.00</b>    |

**Total Balance: \$35.00**

Detach coupon and return with your payment. Include the Guarantor Account ID on the memo line of your check.

**Responsible Party**  
CANDACE BERNSTEIN

**Guarantor Account ID:** 719785  
**Due Date:** 10/14/13

California.Providence.org/paymybill  
To Pay By Phone: Call Customer Service

Checks - Make Payable to: **Providence Medical Institute Of LCM**  
Check any that apply and complete information on reverse



Address Change.

See Reverse For Minimum Payment Amount.  
 I Want To Pay The Minimum Amount.

**REMIT TO:**

**Providence Medical Institute Of LCM**  
PO BOX 511370  
LOS ANGELES CA 90051-7925

| CURRENT PAYMENT DUE   | TOTAL BALANCE | PAYMENT AMOUNT  |
|---|---------------|-----------------|
| \$35.00   | \$35.00       |                 |
| <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMERICAN EXPRESS |               |                 |
| CARD NUMBER   |               | EXP. DATE (REQ) |
| CARD HOLDER NAME  |               |                 |
| SIGNATURE   |               |                 |

10142013 000719785 0000003500 0

## Eliot Ivan Bernstein

---

**From:** Candice Bernstein <tourcandy@gmail.com>  
**Sent:** Friday, October 4, 2013 3:44 PM  
**To:** Eliot I. Bernstein  
**Subject:** Fwd: Congratulations! You Are Invited!

Sent from my iPhone

Begin forwarded message:

**From:** National Invitational 175 <[no-reply@www.natinvite175.com](mailto:no-reply@www.natinvite175.com)>  
**Date:** October 4, 2013, 11:47:09 AM EDT  
**To:** [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** **Congratulations! You Are Invited!**  
**Reply-To:** [no-reply@www.natinvite175.com](mailto:no-reply@www.natinvite175.com)



Eva Shafer (National Invitational 175) sent you a message.

### CONGRATULATIONS

We are very pleased to tell you that you have been selected and are being invited to the National Invitational 175 Summer Showcase on July 28 -30th, 2014 being held in upstate NY at the college campus of RPI in Troy, NY. The overall demand for the summer 2014 showcase has been tremendous and we have been very pleased with the interest shown for this lacrosse recruiting showcase.

We believe that the opportunity to showcase your skills in front of many of the top college lacrosse coaches in the country will be a great experience for each player attending and we are excited to be able to offer you this opportunity. This past summer, we had a great coaches' turnout. While we cannot guarantee who will be there this upcoming summer, you can certainly review which coaches attended last summer, listed on our website. Internally, we believe that 2014 will offer an even greater turnout, now that we have established over the past 2 years that we have many of the strongest student athletes in the country seeking to attend this showcase.

Below is a link that will allow you to register and pay to confirm your spot at the showcase. This invitation, however, is NOT open for an infinite or long period of time. As mentioned on our website, you will have 72 hours to go to the website and sign up.

## Eliot Ivan Bernstein

---

**From:** Candice Bernstein <tourcandy@gmail.com>  
**Sent:** Friday, October 4, 2013 3:42 PM  
**To:** Eliot I. Bernstein  
**Subject:** Fwd: Josh Bernstein

Sent from my iPhone

Begin forwarded message:

**From:** "Info @natinvite175" <info@natinvite175.com>  
**Date:** October 4, 2013, 2:10:13 PM EDT  
**To:** Candice Bernstein <tourcandy@gmail.com>  
**Subject: Re: Josh Bernstein**

Greetings, as stated in the email, there is a 72 hour window to register and pay.

On Fri, Oct 4, 2013 at 2:07 PM, Candice Bernstein <tourcandy@gmail.com> wrote:  
Hi! Thank you so much for the opportunity! I am eager to reserve this spot for Josh Bernstein, however wanted to be clear when the latest deadline to submit payment is? Is it possible to get at least a week to pay or can you call me?

Thanks! Candice Bernstein [561-886-7627](tel:561-886-7627)

Sent from my iPhone

After that period, you may forfeit your spot. We sincerely want everyone invited to attend but we cannot hold open a spot, if you are not accepting, within this timeframe. As you can imagine, there are a great many players who genuinely want to attend and are highly skilled, but the decision process resulted in you being selected. It is our hope that you register and sign up in the allotted time period.

Players attending will receive "stuff." We would encourage you to go to that section on the website titled, "What Will Attending Players Receive?" to see what players will receive.

Once again CONGRATULATIONS ON BEING INVITED AND WE LOOK FORWARD TO SEEING YOU THIS SUMMER.

NATIONAL INVITATIONAL 175

Link to register: <https://natinvite175.sportngin.com/register/form/540235830>

Password: summerlax

**Please click on the link above and on the Welcome page, please scroll all the way to the bottom and make sure to log into your NGIN account first. Once you are logged in, there will be a continue button at the bottom of the page. Complete the next registration steps and put in the above password when prompted.**

Please be sure to read the website thoroughly and if you have any questions, email us at [info@natinvite175.com](mailto:info@natinvite175.com).

You are receiving this email because you are a registered member of the National Invitational 175 website.

You can access this message online at <http://www.natinvite175.com/message/show/246128>  
To control which emails you receive from National Invitational 175, go to:  
<http://www.natinvite175.com/account>

This email has been sent on behalf of National Invitational 175 by Sport Ngin.

Our mailing address is:  
Sport Ngin  
1400 Van Buren St Ne Ste 200  
Minneapolis, MN 55413

Copyright (C) 2013 Sport Ngin. All rights reserved.

## Eliot Bernstein

---

**From:** Craig, Janet <Janet.Craig@opco.com>  
**Sent:** Friday, September 27, 2013 3:22 PM  
**To:** 'Candice Bernstein (tourcandy@gmail.com)'; 'Eliot Ivan Bernstein (iviewit@gmail.com)'  
**Cc:** 'Robert Spallina (rspallina@tescherspallina.com)'; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'; Worth, Hunt  
**Subject:** FW: Bernstein bills  
**Attachments:** 20130927 Bills for Oppenheimer.pdf

Candice,

As you are aware, we have sent you all the funds available in the boys' accounts. There is a small reserve in the Bernstein Family Realty account to cover accounting and legal fees.

You will have to get funds for the payment of these bills from another source.

Janet Craig, CTFA  
Senior Vice President & Compliance Officer  
Oppenheimer Trust Company  
18 Columbia Turnpike  
Florham Park, NJ 07932  
Tel: 973-245-4635  
Fax: 973-245-4699  
Email: [Janet.Craig@opco.com](mailto:Janet.Craig@opco.com)

**From:** Candice Bernstein [<mailto:tourcandy@gmail.com>]  
**Sent:** Friday, September 27, 2013 3:12 PM  
**To:** Craig, Janet  
**Subject:** Bernstein bills

**Hi Janet- I hope this note finds you well. Please find the attached invoices. I am not sure what is paid and not paid, but these need to be paid. Thanks! Candice**

**NOTICE:** Due to Presidential Executive Orders, the National Security Agency may have read this email without warning, warrant, or notice. They may do this without any judicial or legislative oversight and it can happen to ordinary Americans like you and me. You have no recourse nor protection save to vote against any incumbent endorsing such unlawful acts.

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This communication and any attached files may contain information *that is confidential or privileged*. If this communication has been received in error, please delete or destroy it immediately. Please go to [www.opco.com/EmailDisclosures](http://www.opco.com/EmailDisclosures)

ADP COBRA Services  
P.O. Box 2998  
Alpharetta, GA 30023-2998

Please read the enclosed letter for requirements relating to remittance of premium payments. This information is critical to your on-going continuation of coverage.

Following is your payment coupon from ADP COBRA Services. This coupon was printed on 09/08/13 for coverage from 10/1/2013 to 10/31/2013.

In order to expedite the processing of your payment, please tear the coupon along the perforation.

**Note: If you fail to make a payment for a coverage period before the end of the grace date for that coverage period, you will lose all rights to continuation coverage under the plan. Any letters or coupons you receive after failure to timely pay for any coverage period will not extend your grace date for any payment.**

Please send the coupon below with your payment

| <b>BENEFITS CONTINUATION COUPON</b> |                                      | <b>Rock-It Cargo USA LLC - Coupon #1</b>  |   |
|-------------------------------------|--------------------------------------|---|---|
| <b>Payment Due:</b>                 | 10/1/13                              | <b>Send correspondence other than payments &amp; coupons to:</b><br>ADP COBRA Services<br>P.O. Box 2998<br>Alpharetta, GA 30023-2998                                  | BL-18175353<br>Candice Bernstein<br>2753 NW 34TH STREET<br>BOCA RATON, FL 33434 |
| <b>Coverage Period:</b>             | 10/1/13 - 10/31/13                   |   |   |
| <b>Grace Date:</b>                  | 10/31/13                             |   |   |
| <b>Amt Due</b>                      | <b>Plan</b>                          | <b>Send Payment with Coupon to:</b><br><br>ADP COBRA SERVICES<br>P.O. BOX 7247-0367<br>PHILADELPHIA, PA 19170-0367<br><br>1201310310002147918175353003878160000514204 |   |
| \$143.99                            | Actna Dental Plan                    |   |   |
| \$1,795.09                          | Independence Blue Cross Medical Plan |   |   |
| \$1,939.08                          | Past Due (Due by 10/01/2013)         |   |   |
| <hr/>                               | <b>Total Due</b>                     |   |   |
| \$3,878.16                          |                                      |   |   |

1201310310002147918175353003878160000514204



# SAINT ANDREW'S SCHOOL

3900 JOG ROAD  
BOCA RATON, FLORIDA 33434  
(561) 210-2030

9/6/2013

Page 1

Daniel E. Bernstein

ACCOUNT OF:

Mrs. Candice Bernstein  
2753 NW 34th St  
Boca Raton, FL 33434-3459

11983

fifth

AMOUNT DUE

\$1793.95

AMOUNT ENCLOSED

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

| DATE                              | TYPE    | REFERENCE                             | CHARGE           | CREDIT    |
|-----------------------------------|---------|---------------------------------------|------------------|-----------|
| <b><u>Daniel E. Bernstein</u></b> |         |                                       |                  |           |
|                                   |         | Balance Forward 8/1/2013              | \$1716.00        |           |
| 8/16/2013                         | Payment | Check 25321                           |                  | \$1716.00 |
| 8/25/2013                         | Charge  | Tuition Saint Andrew's Special        | \$1716.00        |           |
| 8/31/2013                         | Charge  | Bookstore Charges                     | \$77.95          |           |
|                                   |         | <b>Subtotal - Daniel E. Bernstein</b> | <b>\$1793.95</b> |           |

### STATEMENT

| Current    | 31-60   | 61-90   | over 90 | TOTAL      |
|------------|---------|---------|---------|------------|
| \$ 1793.95 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 1793.95 |

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13.  
PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.



# SAINT ANDREW'S SCHOOL

3900 JOG ROAD  
BOCA RATON, FLORIDA 33434  
(561) 210-2030

9/6/2013

Page 1

Jacob N. Bernstein

ACCOUNT  
OF:

Mrs. Candice Bernstein  
2753 NW 34th St  
Boca Raton, FL 33434-3459

11987

ninth

AMOUNT DUE

\$2377.00

AMOUNT ENCLOSED

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

| DATE                      | TYPE    | REFERENCE                            | CHARGE           | CREDIT    |
|---------------------------|---------|--------------------------------------|------------------|-----------|
| <b>Jacob N. Bernstein</b> |         |                                      |                  |           |
|                           |         | Balance Forward 8/1/2013             | \$2099.00        |           |
| 8/16/2013                 | Payment | Check 25320                          |                  | \$2099.00 |
| 8/25/2013                 | Charge  | Tuition Saint Andrew's Special       | \$2099.00        |           |
| 8/31/2013                 | Charge  | Bookstore Charges                    | \$278.00         |           |
|                           |         | <b>Subtotal - Jacob N. Bernstein</b> | <b>\$2377.00</b> |           |

### STATEMENT

| Current    | 31-60   | 61-90   | over 90 | TOTAL      |
|------------|---------|---------|---------|------------|
| \$ 2377.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 2377.00 |

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13.  
PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.



# SAINT ANDREW'S SCHOOL

3900 JOG ROAD  
BOCA RATON, FLORIDA 33434  
(561) 210-2030

9/6/2013

Page 1

Joshua E. Bernstein

ACCOUNT  
OF:

Mrs. Candice Bernstein  
2753 NW 34th St  
Boca Raton, FL 33434-3459

11988

eleventh

AMOUNT DUE

\$2337.25

AMOUNT ENCLOSED

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

| DATE                              | TYPE    | REFERENCE                             | CHARGE           | CREDIT    |
|-----------------------------------|---------|---------------------------------------|------------------|-----------|
| <b><u>Joshua E. Bernstein</u></b> |         |                                       |                  |           |
|                                   |         | Balance Forward 8/1/2013              | \$2099.00        |           |
| 8/16/2013                         | Payment | Check 25319                           |                  | \$2099.00 |
| 8/25/2013                         | Charge  | Tuition Saint Andrew's Special        | \$2099.00        |           |
| 8/31/2013                         | Charge  | Bookstore Charges                     | \$238.25         |           |
|                                   |         | <b>Subtotal - Joshua E. Bernstein</b> | <b>\$2337.25</b> |           |

## STATEMENT

| Current    | 31-60   | 61-90   | over 90 | TOTAL      |
|------------|---------|---------|---------|------------|
| \$ 2337.25 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 2337.25 |

ALL OUTSTANDING BALANCES ARE DUE UPON RECEIPT. PAYMENTS MUST BE RECEIVED NO LATER THAN 10/5/13.  
PAST DUE BALANCES AT THAT TIME WILL BE SUBJECT TO LATE CHARGES AT THE RATE OF 1½% MONTHLY.

Janet,

Please send \$1100 for travel lacrosse teams to RJ Dawson at address below.

South Florida Swordfish  
18422 Spanish Isles Place  
Boca Raton, FL 33496

---

Candice,

For Danny and Josh, it will be \$1000.

I know that Jake is limited, and I am not sure if he wants a uniform. If he wants the "gear", it will be \$1100 total

The address is:

South Florida Swordfish  
18422 Spanish Isles Place  
Boca Raton, FL 33496

Thanks,

RJ

---



Account Number 01638 567818-02-7  
 Billing Date 09/09/13  
 Unpaid Balance \$116.94 - Due Now  
 New Charges \$239.27 - Due 10/01/13  
 Total Amount Due \$356.21  
 Page 1 of 3

Contact us: www.comcast.com 1-561-COMCAST

**LLC BERNSTEIN**

For service at:  
 2753 NW 34TH ST  
 BOCA RATON FL 33434-3459

**News from Comcast**

Our records show that we have not received payment for last month's Comcast service(s). The amount past due is listed as Unpaid Balance. To avoid a possible loss of service, please pay this bill immediately. If you have already paid your previous balance, please disregard this notice and pay the New Charges on your statement. Thank you.

Sign up now to go paperless with Comcast Ecobill, an environmentally friendly way to view and pay your bill online. Check out Comcast.com/ecobill for more information today.

Buenas noticias, a partir del 23 de julio podrás recibir tu factura en español. Solo tienes que llamar para pedir este cambio al 1-800-COMCAST (266-2278).  
 Good news, starting July 23 your bill will be available in Spanish. You just need to call 1-800-COMCAST (266-2278) to request this change.

|                                       |                 |
|---------------------------------------|-----------------|
| Previous Balance                      | 116.94          |
| Payments - received by 09/09/13       | 0.00            |
| <b>Unpaid Balance - Due Now</b>       | <b>116.94</b>   |
| New Charges - Due by 10/01/13         | 239.27          |
| <i>see below for more information</i> |                 |
| <b>Total Amount Due</b>               | <b>\$356.21</b> |

**New Charges Summary**

|                                   |                 |
|-----------------------------------|-----------------|
| XFINITY Bundled Services          | 159.99          |
| Additional XFINITY TV Services    | 50.76           |
| Additional XFINITY Voice Services | 8.14            |
| Taxes, Surcharges & Fees          | 20.38           |
| <b>Total New Charges</b>          | <b>\$239.27</b> |

009732 1/2



1 8

Detach and enclose this coupon with your payment. Please write your account number on your check or money order. Do not send cash.



7201 N FEDERAL HWY  
 BOCA RATON FL 33487

AV 01 009732 41166B 27 A\*\*5DGT



LLC BERNSTEIN  
 2753 NW 34TH ST  
 BOCA RATON FL 33434-3459

Account Number 01638 567818-02-7  
 Payment Due by Due Now  
 Total Amount Due \$356.21

Amount Enclosed \$ \_\_\_\_\_

Make checks payable to Comcast

COMCAST  
 PO BOX 105184  
 ATLANTA GA 30348-5184

01638 567818 02 7 3 0035621 10

**EXHIBIT 6 - SAHM LETTER TO ELIOT AND SAHM LETTERS TO TED AND  
SPALLINA**



9/22/13

This letter is a text transcription of the hand written letter on the next page.

Dear Eliot and Candy (Candace),

As we discussed on Friday evening, my calling you makes me very uncomfortable. This situation would never have transpired had Si not passed away.

You can see that he paid the first renewal interests as of June, 2012. The hand-written letter to Ted is self-explanatory. I forwarded the enclosed to him in early June 2013. He told me he would refer everything to Spallina (SP, Spallina and Tescher, SP?). We've heard nothing. Our attorney, John Cappeller, has left two phone messages of inquiry asking in essence, what they are doing to honor this mortgage and terms. Apparently Nothing!

For your edification, I've instructed Mr. Cappeller to take no action until we see if there is any movement on their part to honor the mortgage terms what is a shame is that your mom put \$90,000 + of renovations into your home and now this insane greed interfamilial in-fighting is occurring. I feel very badly for you both and your family. Si and Shirley would be mortified.

Eventually, I'll have to take some action. However, it won't happen until I've given you a "heads-up" before doing so. I hope you get your problems legally remedied. What a bitch you're going through!

Best regards and wishes,

Walt Sahm for Pat Sahm as well

(cell) 561-373-1126

(h) 352-751-2632

9/22/13

Dear Eliot and CANDY (CANDACE),

As we discussed on Friday evening, my calling you makes me very uncomfortable. This situation would never have transpired had Si not passed away.

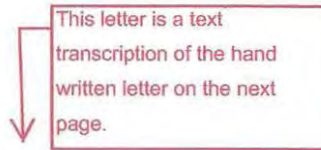
You can see that he paid the taxes Renewed interest as of June 2012. The hand-written letter to Ted is self-explanatory. I forwarded the enclosed to him in early June, 2013. He told me he would refer everything to Spallina (S) & Tescher (Sp?). We've heard nothing. Our attorney, John Cappeller, has left two phone messages of inquiring in essence, what they are doing to honor this mortgage. Apparently nothing!

For your edification, I've instructed Mr Cappeller to take NO ACTION until we see if there is any movement on their part to honor the mortgage terms. What is a shame is that your mom put \$90,000+ of RENOVATIONS into your home & now this insane, greedy, intrafamilial in-fighting is occurring. I feel very badly for you both & for your family. Si & Shirley would be mortified.

Eventually, you have to take some action; however, it won't happen until I've given you a "heads-up" before doing so. I hope you get your problems legally resolved. What a bitch you're going through!

Best regards & wishes,  
Walt Sabm for Pat Sabm  
AS usual  
(Cell) 561-373-1125  
(H) 352-751-2632

6/3/13- COPY



Mr. Ted Bernstein, Pres  
Life Insurance Concepts, Inc  
950 Peninsula Corporate Circle, #3010  
Boca Raton, FL 33487

Dear Ted,

We hope that you, Debra and your family are all doing well and that all of your kids are striving forward in their academic and or vocational pursuits. Several must be graduated from college by now.

If you'll recall we spoke one evening before the election re: what I was to do going forward in the protocol to be followed in future mortgage renewals between us (Walt and Pat) and Bernstein Family Realty, LLC.

At that time, you told me that all financial matters are now being handled by the attorneys for the Shirley and Simon Bernstein Estates. Do I still send the mortgage note renewal to you and, then, you'll send it on to the estate representative? I'll presume that this is the case.

This is the next-to-last renewal statement that we'll be sending. Next year, if not sooner, we'd like to have the balloon payment plus any accrued interest paid in full. Do you feel that Elliott and Candace will be able to obtain a mortgage if necessary? It was originally Si's stated intention to utilize his and your mother's personal annual exclusions payable to Candy, Elliott and their three children over two years to provide the \$110,000 to retire the mortgage balance.

Perhaps you might shed some light on this issue. Are you now the successor "manager" of the Bernstein Family Realty, LLC? One last request, Ted, would you have the estate Representative mail us a copy of the current "Proof of Insurance?" Thanks for your attention to this request. Stay Healthy!

Best wishes,  
Walt  
pjpaws@embarqmail.com  
(Cell) 561-373-1126  
(H) 352-751-2632

6/3/13

Mr. Ted Bernstein, Pres  
Life Insurance Concepts, Inc  
150 Peninsula Corporate Circle, # 300  
Boca Raton, FL 33487

Copy

Dear Ted,

We hope that you, Debra and your family are all doing well and that all of your kids are striding forward in their academic and/or vocational pursuits. Several must be graduated from College by now.

If you'll recall, we spoke one evening before the election re: what I was to do going forward in the protocol to be followed in future mortgage Renewals between us (Walt and Pat) and Bernstein Family Realty, LLC.

At that time, you told me that all financial matters are now handled by the attorneys for the Shirley and Arnie Bernstein estates. Do I still send the mortgage note renewals to you and, then, you'd send it on to the estate Representative? I'll presume that this is the case.

This is the next to last renewal statement that will be sending. Next year, if not sooner, we'd like to have the balloon payment plus any accrued interest paid in full. Do you feel that Elliott and Candy will be able to obtain a mortgage if necessary? It was originally Ai's stated intention to utilize his and your mother's personal Annual exclusions payable to Candy, Elliott and their three children over two years to provide the \$110,000 to retire the mortgage balance.

Perhaps you might shed some light on this issue. Are you now the successor "Manager" of the Bernstein Family Realty, LLC? One last request, Ted. Would you have the estate Representative mail us a copy of the current "Proof of Insurance"? Thank you for your attention to this request. Stay healthy!

Best wishes,  
Walt  
Pat [pat@embargo.com](mailto:pat@embargo.com)  
11.11.11  
(407) 352-2511-2632

NC 159



CFN 20120143493  
OR BK 25132 PG 1051  
RECORDED 04/12/2012 09:21:00  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1051 - 1054; (4pgs)

Prepared by and return to:

John M. Cappeller, Jr.  
Cappeller Law  
John M. Cappeller, Jr.  
350 Camino Gardens Blvd., Suite 303  
Boca Raton, FL 33432

**AMENDMENT TO MORTGAGE AND PROMISSORY NOTE**

This AMENDMENT TO MORTGAGE AND PROMISSORY NOTE (this "Amendment") is entered into effective the 15 day of February, 2012, among **BERNSTEIN FAMILY REALTY, LLC**, a Florida limited liability company, having an address at 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487 (the "Mortgagor"), and **WALTER E. SAHM and PATRICIA SAHM**, having an address at 8230 SE 177<sup>th</sup> Winterthru Loop, The Villages, FL 32162 ("Mortgagee").

**WITNESSETH**

WHEREAS, Mortgagee granted Mortgagor a purchase money mortgage in the amount of \$110,000.00, evidenced by that certain Promissory Note dated June 20, 2008, (the "Promissory Note"); and

WHEREAS, the Promissory Note is secured, inter alia, by that certain Mortgage dated June 20, 2008 from Mortgagor in favor of Mortgagee, recorded on June 26, 2008 in Official Records Book 22723, Page 691, of the Public Records of Palm Beach County, Florida (the "Mortgage"); and

WHEREAS, Mortgagor has asked Mortgagee to extend the term of the Mortgage and the Promissory Note (the "Amendment"); and

WHEREAS, to document the Amendment, Mortgagor is executing and delivering to Mortgagee this Amendment to Mortgage and Promissory Note;

**DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES ON THE ORIGINAL INDEBTEDNESS OF \$110,000.00 WERE PAID IN FULL UPON THE RECORDING OF THE MORTGAGE AND SECURITY AGREEMENT DATED JUNE 20, 2008 AND RECORDED ON JUNE 26, 2008 IN OFFICIAL RECORDS BOOK 22723 PAGE 691, IN THE PUBLIC RECORDS OF PALM BEACH, FLORIDA.**

CAPPELLER LAW  
ATTORNEYS AT LAW

350 CAMINO GARDENS BOULEVARD  
SUITE 303  
BOCA RATON, FLORIDA 33432

JOHN M. CAPPELLER, JR., P.A.  
JCAPPELLER@CAPPELLERLAW.COM

TELEPHONE 561-620-2599  
FACSIMILE 561-620-2565

June 20, 2012

Mr. and Mrs. Walter Sahn  
8230 SE 177<sup>th</sup> Winterthru Loop  
The Villages. FL 32162

Re: Amendment to Mortgage and Promissory Note

Dear Mr. and Mrs. Sahn:

Enclosed, please find your originally signed and recorded Amendment to Mortgage and Promissory Note.

Please call with any questions.

Very truly yours,

  
John M. Cappeller, Jr.

JMC:az  
Enclosures

6/3/13 - COPY

This letter is a text transcription of the hand written letter on the next page.

\_\_\_\_\_, Representative

Bernstein Family Realty, LLC  
950 Peninsula Corporate Circle, # 3010  
Boca Raton, FL 33487

RE: Second Anniversary of Mortgage and Promissory Note Amendment on Residence at  
2753 NW 34<sup>th</sup> St., Boca Raton, FL Effective June 19, 2014

Dear Sirs,

Referencing the amendment to the original note, we offer three (3) options

- 1.) \_\_\_\_\_ Pay the loan balance of \$110,000 + (1) one year's interest ( $\$110,000 \times .035 = \$3850 =$  \$113,850);
- 2.) \_\_\_\_\_ Pay the interest due for this renewal year only ( $\$110,000 \times .035 = \$3850$ )
- 3.) \_\_\_\_\_ Pay no (zero) interest on principal this year and allow the interest to accrue and compound until the final balloon payments are due: June 19, 2014.

If you wish to pay the balloon plus interest prematurely, I'll direct our attorney, John Cappeller, who prepared the mortgage amendment, to draw up a "Satisfaction of Mortgage" document. Would you please check the box that represents the option that you are currently choosing, sign it and retain a copy to use in the enclosed, self-addressed envelope? Please print your name clearly under your signature.

Thank you,

X \_\_\_\_\_, mortgagee,

Walter E. Sahm, Jr.

X \_\_\_\_\_, mortgagee,

Patricia A. Sahm

X \_\_\_\_\_, Representative

\_\_\_\_\_ Print Name,

Bernstein Family Realty, LLC

6/3/13

Representative Copy

BERNSTEIN Family Realty, LLC  
950 PENINSULA CORPORATE CENTER, # 3010  
BOCA RATON, FL 33487

RE: SECOND ANNIVERSARY OF MORTGAGE AND PROMISSORY NOTE AMENDMENT ON  
RESIDENCE AT 2753 N.W. 34th St., Boca Raton, FL Effective June 19, 2011.

Dear Sirs

Referencing the amendment to the original note, we offer the following (3) options:

- 1.)  Pay the loan balance of \$110,000 + (1) one year's interest (\$110,000 x .035 = \$3850 = \$113,850);
- 2.)  Pay the interest due for this renewal year only (\$110,000 x .035) = \$3850.
- 3.)  Pay NO (ZERO) INTEREST OR PRINCIPAL THIS YEAR AND ALLOW THE INTEREST TO ACCRUE AND COMPOUND UNTIL THE FINAL BALLOON PAYMENT IS DUE 8 JUNE 19, 2014.

If you wish to pay the balloon plus interest prematurely, I'll direct our attorney, John Cappella, who prepared the mortgage amendment, to draw up a "Satisfaction of Mortgage" document. Would you please check the box that represents the option that you are currently choosing, sign it and return a copy to us in the enclosed, self-addressed, stamped envelope? Please print your name clearly under your signature.

Thank you,

X \_\_\_\_\_ Noted as  
WALTER E. SAHM, JR.

X \_\_\_\_\_ Mortgage  
PATRICIA A. SAHM

X \_\_\_\_\_ REPRESENTATIVE  
PRINT NAME  
BERNSTEIN FAMILY REALTY, LLC



NOW THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Mortgage and Promissory Note. Effective June 19, 2011, the parties hereto amend the Mortgage and Promissory Note to provide that by agreement the date on which all principal is due and payable is hereby extended to June 19, 2014. Annual payments of interest only at the rate of 3.5% per annum shall continue to be due on the anniversary date of the Promissory Note until June 19, 2014 when all unpaid principal and accrued interest shall be due and payable in full.

2. Confirmation and Ratification. Mortgagor hereby ratifies and confirms all its obligations set forth in the Mortgage and Promissory Note. Mortgagor hereby certifies to Mortgagee that no event of default has occurred under such documents, nor any event which, with the giving of notice or the passage of time or both, would constitute such an event of default. Mortgagor hereby represents and warrants to Mortgagee that Mortgagor has no defense or offsets against the payment of any amounts due, or the performance of any obligations required by, the Loan Documents.

3. Miscellaneous.

(a) Except as expressly amended herein, the Mortgage and Promissory Note remain in full force and effect.

(b) This Amendment may be executed in multiple counterparts each of which, when taken together, shall constitute one and the same instrument.

(c) In the event of any inconsistency between the terms contained herein, and the provisions of Mortgage and Promissory Note, the terms of this Amendment shall govern.

(d) The individual executing this document hereby certifies that he has authority to engage in and execute this Amendment to Mortgage and Promissory Note.

**SEE EXECUTION BLOCK ON NEXT PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**WITNESSES:**

D Banks  
Print Name: Diana Banks

Shari Durham  
Print Name: Shari Durham

**MORTGAGOR:**

**BERNSTEIN FAMILY REALTY, LLC,**  
a Florida limited liability company

By: [Signature]  
Simon Bernstein, Manager

STATE OF FLORIDA  
COUNTY OF PALM BEACH

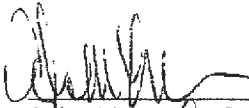
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of February, 2012, by Simon Bernstein, as Manager of Bernstein Family Realty, LLC, a Florida limited liability company. He  is personally known to me or  has produced a driver's license as identification.

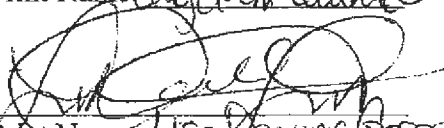
(Seal)

[Signature]  
Notary Public, State of Florida  
Name: Kelly Michele Buchanan  
Commission Expires: 7-1-2015  
Commission No.: EE 86156

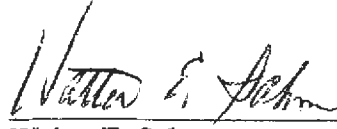


**WITNESSES:**

  
Print Name: Angelina Lawrence

  
Print Name: Lisa Deanne Boppert

**MORTGAGEE:**

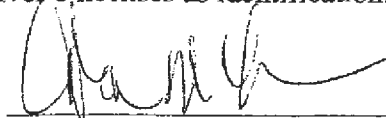
  
Walter E. Sahn

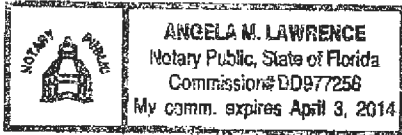
  
Patricia Sahn

STATE OF FLORIDA  
COUNTY OF SUMPTER

The foregoing instrument was acknowledged before me this 31 day of March, 2012 by Walter E. Sahn and Patricia Sahn. They     are personally known to me or  have produced driver's licenses as identification.

(Seal)

  
Notary Public, State of Florida  
Name: Angelina M. Lawrence  
Commission Expires: April 3, 2014  
Commission No.: 012177258



**EXHIBIT 7 - ELIOT ANSWER AND COUNTER CLAIM TO JACKSON NATIONAL  
LAWSUIT**

EXHIBIT LOCATED AT THE FOLLOWING URL, FULLY INCORPORATED BY  
REFERENCE HEREIN.

[WWW.IVIEWIT.TV/20130921ANSWERJACKSONSIMONESTATEHERITAGE.PDF](http://WWW.IVIEWIT.TV/20130921ANSWERJACKSONSIMONESTATEHERITAGE.PDF)

**EXHIBIT 8 – INCOMPLETE OPPENHEIMER TRUST PAPERS AND BERNSTEIN  
FAMILY REALTY LLC PAPERS SENT TO ELIOT**

## Eliot Ivan Bernstein

---

**From:** Craig, Janet <Janet.Craig@opco.com>  
**Sent:** Thursday, December 20, 2012 11:35 AM  
**To:** 'jr1@mrelec.com'  
**Cc:** 'Eliot Ivan Bernstein (iviewit@gmail.com)'; 'candyb@rockitcargo.com'  
**Subject:** Bernstein Documents  
**Attachments:** Bernstein Family Realty Appt-Accept Successor Manager.pdf; Corporate Resolution 7-25-11.pdf

Hi Junior,

Attached are two documents that I hope will help you. The first is the document where Oppenheimer Trust Company (OTC), as Trustee of the three Trusts that own Bernstein Family Realty (BFR), elects OTC as the new manager of BFR. The second document is OTC's Corporate Resolution showing that I am authorized to sign on behalf of OTC.

Please let me know if additional documentation is needed.

Janet Craig, CTFA  
Senior Vice President & Compliance Officer  
Oppenheimer Trust Company  
18 Columbia Turnpike  
Florham Park, NJ 07932  
Tel: 973-245-4635  
Fax: 973-245-4699  
Email: [Janet.Craig@opco.com](mailto:Janet.Craig@opco.com)

This communication and any attached files may contain information that is confidential or privileged. If this communication has been received in error, please delete or destroy it immediately. Please go to [www.opco.com/EmailDisclosures](http://www.opco.com/EmailDisclosures)

Vault  
0919

**Bernstein Family Realty  
Appointment and Acceptance of Successor Manager**

WHEREAS, Oppenheimer Trust Company succeeded Stanford Trust Company as Successor Trustee on the Simon Bernstein Trusts for the benefit of Jacob, Joshua and Daniel Bernstein pursuant to Court Order dated July 30, 2010; and

WHEREAS, The Simon Bernstein Trusts for the Benefit of Jacob, Joshua and Daniel, are Co-Owners and Members of Bernstein Family Realty, LLC, together owning 100% interest in said LLC; and

WHEREAS, Oppenheimer Trust Company, as Trustee, acts on behalf of the Members; and

WHEREAS, Whereas Simon Bernstein was named the initial Manager of Bernstein Family Realty LLC; and

WHEREAS, Simon Bernstein passed away on September 13, 2012; and

WHEREAS, Article 5.1.2 of the Bernstein Family Realty LLC Operating Agreement allows for the Members to vote on and elect a new Manager; and

THEREFORE: Oppenheimer Trust Company exercises its right to vote for and elect a new Manager of Bernstein Family Realty LLC; and

THEREFORE: Oppenheimer Trust Company, as Trustee of the Simon Bernstein Trust for the benefit of Jacob, Joshua and Daniel, votes for and elects Oppenheimer Trust Company as Manager for Bernstein Family Realty LLC; and

Oppenheimer Trust Company

By: Janet Craig Janet Craig, CTFA  
Date: 12/14/12 Senior Vice President

Notary: Helen M. DeRosa  
HELEN M. DeROSA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES ON 4-1-13



**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS  
OF  
OPPENHEIMER TRUST COMPANY**

The undersigned, constituting all of the members of the Board of Directors of Oppenheimer Trust Company, a New Jersey corporation (the "Corporation"), hereby consent, pursuant to the provisions of the Banking Act of 1948, to the following resolutions taking or authorizing the actions specified therein:

**RESOLVED**, that the individuals listed below be, and hereby are, appointed to the offices set forth opposite each person's name to serve, subject to the provisions of the By-Laws, until the election and qualification of his or her successor each as of the effective date listed next to their name;

**FURTHER RESOLVED**, that the individuals filling the position listed below or their duly appointed designees are officers of the Corporation and are authorized on behalf of the Corporation to execute and therefore, to so bind the Corporation, such documents, contracts and commitments as will advance the interests of the Corporation:

| <b>Name</b>                       | <b>Office</b>                                | <b>Effective Date</b> |
|-----------------------------------|--|-----------------------|
| Theron Hunting Worth (Hunt Worth) | President                                    | August 12, 2010       |
| Janet Craig                       | Senior Vice President and Compliance Officer | August 23, 2010       |

**FURTHER RESOLVED**, that the proper officers of the Company be, and each hereby is authorized, empowered and directed to execute any and all other documents and to take any and such other and further actions as they may deem necessary or desirable to effectuate the intent and purposes of the foregoing resolutions.

This consent may be signed in counterparts and shall be deemed effective when each director has executed a copy hereof.

DATED: As of July 25, 2011

  
\_\_\_\_\_  
Albert G. Lowenthal

  
\_\_\_\_\_  
Elaine K. Roberts

  
\_\_\_\_\_  
Dennis P. McNamara

  
\_\_\_\_\_  
Joan Hammond



***TRUST AGREEMENT***  
***FOR THE***  
***JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST***

***September 7, 2006***

**TRUST AGREEMENT**  
**FOR THE**  
**JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST**

SIMON BERNSTEIN, as Settlor, hereby creates the Joshua Z. Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Traci Kratish, P.A. is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

**ARTICLE 1**  
**BENEFICIARY**

This Trust is for the benefit of the Settlor's Grandchild, JOSHUA Z. BERNSTEIN ("Beneficiary").

**ARTICLE 2**  
**TRANSFERS TO TRUST**

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

**ARTICLE 3**  
**IRREVOCABLE PROVISION**

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

**ARTICLE 4**  
**ADMINISTRATION OF TRUST**

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

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

**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, Steven I. Greenwald, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

#### ARTICLE 6 PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process,

bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

**ARTICLE 7**  
**FIDUCIARY POWERS**

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

**7.1 Type of Assets.** Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

**7.2 Original Assets.** Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

**7.3 Tangible Personal Property.** To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

**7.4 Specific Securities.** To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment 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.**

- (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:

Joseph M. Johnson  
[Signature]

Two witnesses as to Simon Bernstein

SETTLOR

[Signature]  
Simon Bernstein

Signed in the presence of:

Joseph M. Johnson  
[Signature]

Two witnesses as to Traci Kratish

TRUSTEE

Traci Kratish, P.A.

Traci Kratish, P.A.  
AS PRESIDENT

Traci Kratish, ~~PA~~, President

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

**Transfer of 6 shares of LIC Holdings, Inc.**

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 003128XXXXSB

2010 JUL -8 AM 9:43 SHARON R. BOEK 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

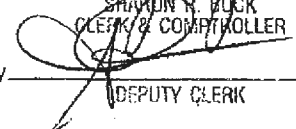


STATE OF FLORIDA • PALM BEACH COUNTY

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

THIS 8 DAY OF July, 2010

SHARON R. BOEK  
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 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 30th day of JULY, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

[Signature]  
Print Name:

By: Hunt Worth  
Its: CHIEF TRUST OFFICER  
S.V.P.

Print Name:

STATE OF FLORIDA  
SS  
COUNTY OF PALM BEACH

Does this need 2nd witness

THE FOREGOING was acknowledged before me this 30 day of July, 2010, by July as S.V.P. of OPPENHEIMER TRUST COMPANY.  
HUNT WORTH

[Signature]  
Signature - Notary Public

Print, type or stamp name of Notary Public

- Personally Known
- Produced Identification/Type of Identification Produced

NAWPDATA\m\Bernstein, Shirley & Simon\Grandchildren's Trusts Successor Trustee Appointments\Acceptance

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
WILLIAM J. DWYER, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires August 19, 2013

Notary fails to identify if person was present.

**EXHIBIT 9 - COPY OF THE COMPLETE 2012 IMPROPERLY NOTARIZED SIMON  
BERNSTEIN AMENDED TRUST AGREEMENT**

**SIMON L. BERNSTEIN**  
**AMENDED AND RESTATED TRUST AGREEMENT**

*Prepared by:*

Tescher & Spallina, P.A.  
4855 Technology Way, Suite 720, Boca Raton, Florida 33431  
(561) 997-7008  
[www.tescherspallina.com](http://www.tescherspallina.com)

LAW OFFICES  
**TESCHER & SPALLINA, P.A.**

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SIMON L. BERNSTEIN

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AMENDED AND RESTATED TRUST AGREEMENT

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This Amended and Restated Trust Agreement is dated this 26 day of July, 2012, and is between SIMON L. BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SIMON L. BERNSTEIN, of Palm Beach County, Florida and SIMON L. BERNSTEIN's successors, as trustee (referred to as the "*Trustee*," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SIMON L. BERNSTEIN TRUST AGREEMENT (the "*Trust Agreement*," which reference includes any subsequent amendments of said trust agreement);

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

NOW, THEREFORE, I hereby amend and restate the Trust Agreement in its entirety and the Trustee accepts and agrees to perform its duties and obligations in accordance with the following amended provisions. Notwithstanding any deficiencies in execution or other issues in regard to whether any prior version of this Trust Agreement was a valid and binding agreement or otherwise created an effective trust, this amended and restated agreement shall constitute a valid, binding and effective trust agreement and shall amend and succeed all prior versions described above or otherwise predating this amended and restated Trust Agreement.

**ARTICLE I. DURING MY LIFE AND UPON MY DEATH**

**A. Rights Reserved.** I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement.

**B. Payments During My Life.** If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare. Any income not so paid shall be added to principal.

SIMON L. BERNSTEIN  
AMENDED AND RESTATED TRUST AGREEMENT

LAW OFFICES  
**TESCHER & SPALLINA, P.A.**



C. Upon My Death. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

## ARTICLE II. AFTER MY DEATH

A. Disposition of Tangible Personal Property. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

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

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





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

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

**D. Termination of Small Trust.** If at any time after my death in the opinion of the Trustee a separate trust holds assets of a value of less than \$50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

**E. Contingent Gift.** If at any time property of these Trusts is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

**F. Protective Provision.** No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.


**G. Maximum Duration.** Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

### ARTICLE III. GENERAL

SIMON L. BERNSTEIN  
AMENDED AND RESTATED TRUST AGREEMENT

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LAW OFFICES  
TESCHER & SPALLINA, P.A.



A. **Disability.** Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. **Timing of Income Distributions.** The Trustee shall make required payments of income at least quarterly.

C. **Substance Abuse.**

1. **In General.** If the Trustee reasonably believes that a beneficiary (other than myself) of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended. In that event, the following provisions of this Subparagraph III.C will apply.

2. **Testing.** The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. **Treatment.** If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an



in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "*child*," "*children*," "*grandchild*," "*grandchildren*" and "*lineal descendant*" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children born of female lineal descendants, and (c) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is



raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children, TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, shall be deemed to have predeceased me as I have adequately provided for them during my lifetime.

2. Code. "Code" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "Disabled" or being under "Disability" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

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

5. Needs and Welfare Distributions. Payments to be made for a person's "Needs" means payments necessary for such person's health (including lifetime residential or nursing home care), education, maintenance and support. Payments to be made for a person's "Welfare" means discretionary payments by the Trustee, from time to time, for such person's Needs and also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to

such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

6. Per Stirpes. In a division "*per stirpes*" each generation shall be represented and counted whether or not it has a living member.

7. Related or Subordinate Party. A "*Related or Subordinate Party*" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

8. Spouse. A person's "*spouse*" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The trust will be administered as if that person had died upon the happening of the terminating event described above.

9. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such



Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. **Presumption of Survivorship.** If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. **Governing Law.** This Agreement is governed by the law of the State of Florida.

J. **Other Beneficiary Designations.** Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. **Release of Medical Information.**

1. **Disability of Beneficiary.** Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries and myself if a beneficiary) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested



beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Ability to Amend or Revoke. The foregoing provisions of this paragraph shall not constitute a restriction on myself to amend or revoke the terms of this trust instrument under paragraph 1.A hereof, provided I otherwise have legal capacity to do so.

4. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

#### ARTICLE IV. FIDUCIARIES

A. Powers of the Trustee. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "*estate*"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any



decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investments as forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.





4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole



proprietorship, or other form (all of which business entities and enterprises are referred to herein as "*Business Entities*"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorized and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.



11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.



18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

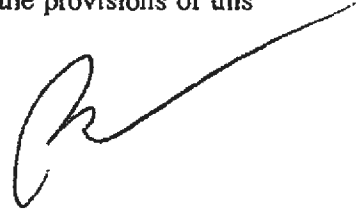
20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this



paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

26. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

27. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate.

28. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

29. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

**B. Resignation**. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

**C. Appointment of Successor Trustee**

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, ROBERT L. SPALLINA and DONALD R. TESCHER shall serve together as successor co-Trustees, or either of them alone as Trustee if either of them is unable to serve. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust



hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C. subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances provided that the foregoing appointments shall apply when and to the extent that no effective appointment is made below:

a. Trustee of Separate Trusts for My Grandchildren. Each grandchild of mine shall serve as co-Trustee with the immediate parent of such grandchild which parent is also a child of mine as to all separate trusts under which such grandchild is the sole current mandatory or discretionary income beneficiary upon attaining the age of twenty-five (25) years, and shall serve as sole Trustee of such trusts upon attaining the age of thirty-five (35) years. While serving alone as Trustee, a grandchild of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such grandchild and such grandchild may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

b. Trustee of Separate Trusts for My Lineal Descendants Other Than My Grandchildren. In regard to a separate trust held for a lineal descendant of mine other than a grandchild of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon attaining age twenty-five (25) years. While serving alone as Trustee, a lineal descendant of mine other than a grandchild of mine may designate a co-Trustee to serve with such lineal descendant and such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement, the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

- a. The remaining Trustees, if any; otherwise,
- b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or

entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 35 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, other than a named Trustee or successor Trustee designated hereunder, or a Trustee appointed by me during my lifetime or under my Will or otherwise at the time of my death, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual

and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual 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 non-individual 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 my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the





Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

**K. Third Parties.** No one dealing with the Trustee need inquire into its authority or its application of property.

**L. Merger of Trusts.** If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

**M. Multiple Trustees.** If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

#### ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

**A. GST Trusts.** I direct (a) that the Trustee shall divide any trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons



designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. For purposes of funding any pecuniary payment to which there is allocated any GST exemption, such payment shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

**B. Individual Retirement Accounts.** In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:



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

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

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

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. Gift Transfers Made From Trust During My Lifetime. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. Gifts. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).



2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars (\$5,000), or five percent (5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

E. Death Costs. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,
2. my funeral expenses without regard to legal limitations,
3. the expenses of administering my estate,
4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and
5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the tangible personal property disposed of pursuant to the prior paragraph captioned "Disposition of Tangible Personal Property."

F. **Subchapter S Stock.** Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead.** I reserve the right to reside upon any real property placed in this trust as my permanent residence during my life, it being the intent of this provision to retain for myself the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.041 of the Florida Statutes such that said beneficial interest and possessory right constitute in all respects "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained in this trust to the contrary, for purposes of the homestead exemption under the laws of the State of Florida, my interest in any real property in which I reside pursuant to the provisions of this trust shall be deemed to be an interest in real property and not personalty and shall be deemed my homestead.

*[remainder of page intentionally left blank]*





**SHIRLEY BERNSTEIN**

**TRUST AGREEMENT**

*Prepared by:*

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**TESCHER & SPALLINA, P.A.**

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SHIRLEY BERNSTEIN

TRUST AGREEMENT

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This Trust Agreement is dated this 20 day of MAY, 2008, and is between SHIRLEY BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN, of Palm Beach County, and SHIRLEY BERNSTEIN's successors, as trustee (referred to as the "*Trustee*," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee). Said Trustee acknowledges receipt of the property described in the Attachment to this Agreement, and agrees to hold said property and all additions, in trust, as provided in this Agreement.

ARTICLE I DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved.** I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement. However, after my spouse's death I may not exercise any of said rights with respect to property added by my spouse upon my spouse's death by my spouse's Will or otherwise.

B. **Payments During My Life.** If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare, and also may in its discretion pay to my spouse such amounts of said net income and principal as is proper for his Welfare. Any income not so paid shall be added to principal.

C. **Gifts.** If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. **Recipients.** The gifts may be made only to my spouse and my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. **Trustee Limited.** When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars (\$5,000), or five percent

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(5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

D. Upon My Death. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

## ARTICLE II. AFTER MY DEATH

A. Disposition of Tangible Personal Property. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. Specific Cash Devise. The Trustee shall set aside in a separate trust the sum of Two Hundred Thousand (\$200,000.00) Dollars for MATTHEW LOGAN, and said separate trust shall be administered as provided in Subparagraph II.F below. If MATTHEW LOGAN does not survive me this devise shall lapse.

C. Marital Deduction Gift. If my spouse survives me:

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

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

3. Disclaimer. Any part of the Marital Trust my spouse disclaims shall be added to the Family Trust. My spouse shall not be deemed to have predeceased me for purposes of such addition. I suggest that my spouse or my spouse's fiduciaries consider an appropriate partial disclaimer to minimize the death taxes due upon both of our deaths.

If my spouse does not survive me, the entire trust shall be held as the Family Trust without regard to the provisions of Subparagraph II.B.1 describing or limiting which assets shall be held thereunder.

**D. During Spouse's Life**. Commencing with the date of my death the Trustee shall,

1. Marital Trust. Pay to my spouse from the Marital Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare; and

2. Family Trust. Pay to my spouse from the Family Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare. I request (but do not require) that no principal be paid to my spouse from the Family Trust for my spouse's Welfare unless the Marital Trust has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

**E. Disposition of Trusts Upon Death of Survivor of My Spouse and Me**. Upon the death of the survivor of my spouse and me,

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

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

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

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

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

**G. Termination of Small Trust.** If at any time after the death of the survivor of my spouse and me in the opinion of the Trustee a separate trust holds assets of a value of less than \$50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

**H. Contingent Gift.** If at any time property of a trust held under this Agreement is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if my spouse and I had each then owned one-half of such property and had each then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

**I. Protective Provision.** No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be

liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

**J. Maximum Duration.** Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years as provided in F.S. § 689.225(2)(a)(2), nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

**K. Florida Homestead Possessory Rights.** Notwithstanding anything herein to the contrary, if any portion of any Florida improved residential real estate (excluding commercial multi-unit rental property) is an asset of the Marital Trust, my spouse shall have the exclusive and continuous present right to full use, occupancy and possession of such real estate for life. It is my intention that my spouse's interest in such property shall constitute a "beneficial interest for life" and "equitable title to real estate" as contemplated by Section 196.041(2) of Florida Statutes, as amended from time to time or any corresponding provision of law.

### ARTICLE III. GENERAL

**A. Disability.** Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary (other than my spouse as beneficiary of the Marital Trust) is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

**B. Timing of Income Distributions.** The Trustee shall make required payments of income at least quarterly.

**C. Substance Abuse.**



1. In General. If the Trustee reasonably believes that a beneficiary (other than myself) of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended (excluding, however, mandatory income rights under the Marital Trust). In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate



takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

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

2. Code. "Code" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "Disabled" or being under "Disability" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

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

5. My Spouse. "My spouse" is SIMON L. BERNSTEIN ("SIMON").

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

7. Per Stirpes. In a division "per stirpes" each generation shall be represented and counted whether or not it has a living member.

~~Spouse~~ Spouse ~~Related or Subordinate Party~~ Related or Subordinate Party" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

9. Spouse. A person's "*spouse*" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

- a. the legal termination of the marriage to my descendant (whether before or after my death), or
- b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

10. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself and other than my spouse as Trustee of the Marital Trust) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

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**H. Presumption of Survivorship.** If my spouse and I die under circumstances which make it difficult or impracticable to determine which one of us survived the other, I direct that my spouse shall be deemed to have survived me for purposes of this Agreement (except in regard to any property passing hereunder that became part of this trust solely by reason of passage to my probate estate or this trust from the probate estate of or a revocable trust established by my spouse in which case the opposite presumption shall apply), notwithstanding any provisions of law which provide for a contrary presumption. If any person other than my spouse shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

**I. Governing Law.** This Agreement is governed by the law of the State of Florida.

**J. Other Beneficiary Designations.** Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

**K. Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

**L. Release of Medical Information.**

1. **Disability of Beneficiary.** Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or

at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

#### ARTICLE IV. FIDUCIARIES

A. Powers of the Trustee. During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "estate"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of impartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investments as forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and

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personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "*Business Entities*"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

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b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorized and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to

exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under

a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Selection of Assets for Marital Trust. The Trustee shall have sole discretion to determine which assets shall be allocated to the Marital Trust; provided, if possible no assets or the proceeds of any assets which do not qualify for the federal estate tax marital deduction shall be allocated to the Marital Trust. To the extent that other assets qualifying for the marital deduction are available, the Trustee shall not allocate to the Marital Trust any assets with respect to which a credit for foreign taxes paid is allowable under the Code, nor any policy of insurance on the life of my spouse. Any allocation of assets among the Family Trust and the Marital Trust shall, with respect to each such trust, be comprised of assets having an aggregate market value at the time of such allocation fairly representative of the net appreciation or depreciation in the value of the property available for such

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allocation between the date of valuation for federal estate tax purposes and the date or dates of said allocation and selection.

26. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

27. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

28. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate or my spouse's estate.

29. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

30. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

**B. Resignation**. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

**C. Appointment of Successor Trustee**

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, SIMON and TED, one at a time and successively in that order, shall serve as successor Trustee. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.



2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C., subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances:

a. Trustee of the Marital Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Marital Trust. While serving as Trustee, my spouse may designate a co-Trustee to serve with my spouse and my spouse may remove and/or replace such co-Trustee from time to time.

b. Trustee of the Family Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Family Trust. While serving as Trustee, my spouse may designate a co-Trustee that is not a Related or Subordinate Party to serve with my spouse and my spouse may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

c. Trustee of Separate Trusts for My Children. Each child of mine shall serve as sole Trustee of his or her separate trust. While serving alone as Trustee, a child of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such child and such child may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

d. Trustee of Separate Trusts for My Lineal Descendants Other Than My Children. In regard to a separate trust held for a lineal descendant of mine other than a child of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon reaching age twenty-five (25) years.

e. Trustee of Separate Trust for MATTHEW LOGAN. In regard to a separate trust held MATTHEW LOGAN, his mother, DEBORAH BERNSTEIN ("DEBORAH"), shall serve as Trustee until MATTHEW attains age 25 years, at which time he shall serve as a co-Trustee with DEBORAH of such separate trust.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement, the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

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

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

4. Power to Remove Trustee. Subsequent to my death, the age 25 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual 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 non-individual 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 my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

**J. Interested Trustee.** The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

**K. Third Parties.** No one dealing with the Trustee need inquire into its authority or its application of property.

**L. Merger of Trusts.** If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

**M. Multiple Trustees.** If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. GST Trusts

1. Family Trust. I direct (a) that the Trustee shall divide any trust other than the Marital Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions of this Trust Agreement relating to the trust that is being divided) so that the generation-skipping tax inclusion ratio of one such trust is zero.

2. Marital Trust. I direct that, if possible, (a) the Trustee shall divide the Marital Trust into two separate Marital Trusts (each subject to the provisions hereof concerning the Marital Trust) so that through allocation of my GST exemption remaining unallocated at my death and not otherwise allocated to transfers occurring at or by reason of my death (including allocations to the Family Trust), if any, the generation-skipping tax inclusion ratio of one such Marital Trust is zero (the GST Marital Trust), (b) my Personal Representative to exercise the election provided by Code Section 2652(a)(3) as to the GST Marital Trust, and (c) that upon the death of my spouse the total amount recoverable by my spouse's estate from the property of the Marital Trusts under Code Section 2207A shall first be recoverable in full from the non-GST Marital Trust to the extent thereof.

3. Misc. I direct that (a) upon the death of the survivor of me and my spouse, any property then directed to be paid or distributed which constitutes a direct skip shall be paid first from property then exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) to the extent thereof, (b) property exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) and not directed to be paid or distributed in a manner which constitutes a direct skip shall be divided and distributed as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and lineal descendants, in such estates, interests, and proportions as such beneficiary may, by a will specifically referring to this general power appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

Notwithstanding any other provision of this Trust Agreement, for purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. In regard to the division or severance of a trust hereunder, including the Marital Trust, such division or severance shall be made in a manner that all resulting trusts are recognized for purposes of Chapter 13 of the Code, including without limitation complying with the requirements of Treas.Reg. §26.2654-1(b). Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this Article which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

**B. Individual Retirement Accounts.** In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

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

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

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to

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a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime.** I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. **Death Costs.** If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,
2. my funeral expenses without regard to legal limitations,
3. the expenses of administering my estate,
4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the property disposed of pursuant to the prior paragraphs captioned "Disposition of Tangible Personal Property", "Specific Cash Devise" nor from the Marital Trust.

**E. Marital Trust.** I intend the maximum obtainable reduction of federal estate tax due by reason of my death by use of the federal estate tax marital deduction, and qualification of all property of the Marital Trust for the marital deduction. This Agreement shall be construed and all powers shall be exercised consistent with such intent. For example, the Trustee shall not allocate any receipt to principal or any disbursement to income if such allocation understates the net income of the Marital Trust under Florida law; and upon the written demand of my spouse, the Trustee shall convert unproductive or underproductive property of said trust into productive property within a reasonable time notwithstanding any other provision hereunder. The foregoing notwithstanding, if my spouse survives me but dies within six months after my death, the Marital Trust provided in Subparagraph II, B will be reduced to that amount, if any, required to obtain for my estate an estate tax marital deduction resulting in the lowest combined estate taxes in my estate and my spouse's estate, on the assumption that my spouse died after me on the date of my death, that my spouse's estate is valued on the same date and in the same manner as my estate is valued for federal estate tax purposes, and that elections in my spouse's estate were made that would be consistent with minimizing taxes. The purpose of this provision is to equalize, insofar as possible, our estates for federal estate tax purposes, based on the above assumptions.

**F. Subchapter S Stock.** Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise



manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.


**G. Residence as Homestead.** Regardless of anything herein to the contrary, while any residential real property located in Florida is owned by a trust, I, or my spouse if I am not then living and such trust is the Marital Trust, shall have the right to use, possess and occupy such residence as a personal residence so that such right shall constitute a possessory right in such real property within the meaning of Florida Statute Section 196.041.

*[remainder of page intentionally left blank]*

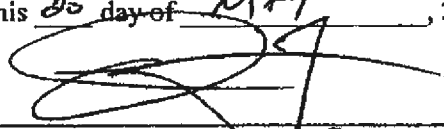
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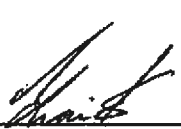
IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

  
\_\_\_\_\_  
SHIRLEY BERNSTEIN

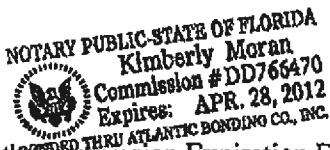
This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

  
\_\_\_\_\_  
Print Name: ROBERT L. SPALLINA  
Address: 7387 WISTERIA AVENUE  
PARKLAND, FL 33076

  
\_\_\_\_\_  
Print Name: TRACI KRATISH  
Address: 16068 GLENCREST AVENUE  
DELRAY BEACH, FL 33446

STATE OF FLORIDA  
SS.  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.



[Seal with Commission Expiration Date]

  
\_\_\_\_\_  
Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

Personally Known  or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

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SHIRLEY BERNSTEIN  
TRUST AGREEMENT

**ATTACHMENT**

The following property has been delivered in trust under this Agreement:

One Dollar (\$1.00) Cash

During my life, the Trustee has no duty to maintain, invest, review, insure, account for, or any other responsibility with respect to trust property other than income producing property, or any duty to pay premiums on life insurance payable to the trust, and shall receive no fee for its services as Trustee based on any trust property other than income producing property.

  
\_\_\_\_\_  
SHIRLEY BERNSTEIN, Settlor and Trustee

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**FIRST AMENDMENT TO  
SHIRLEY BERNSTEIN TRUST AGREEMENT**

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This First Amendment is dated this 18 day of Nov, 2008, and is between SHIRLEY BERNSTEIN of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN of Palm Beach County, Florida as trustee (referred to as the "*Trustee*," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SHIRLEY BERNSTEIN TRUST AGREEMENT (the "*Trust Agreement*," which reference includes any subsequent amendments of said trust agreement);

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

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

1. I hereby delete Paragraph B. of Article II. in its entirety.
2. I hereby amend the last sentence of Paragraph E. of Article III. to read as follows:

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

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

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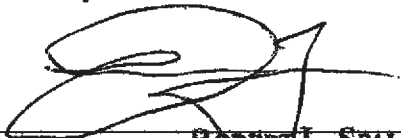
*[remainder of page intentionally left blank]*


IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first above written.

SETTLOR and TRUSTEE:

  
\_\_\_\_\_  
SHIRLEY BERNSTEIN

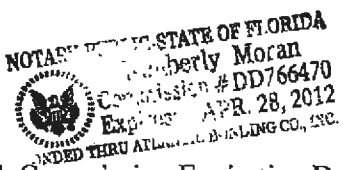
This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 18 day of Nov, 2008:


  
\_\_\_\_\_  
Print Name: ROBERT L. SPALLINA  
Address: 7387 WISTERIA AVENUE  
PARKLAND, FL 33076

  
\_\_\_\_\_  
Print Name: Rachel Walker  
Address: 100 Plaza Real South  
Apt. 308  
Boca Raton, FL 33432

STATE OF FLORIDA  
SS.  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18 day of November, 2008, by SHIRLEY BERNSTEIN.



  
\_\_\_\_\_  
Signature - Notary Public - State of Florida  
\_\_\_\_\_  
Print, type or stamp name of Notary Public

Personally Known  or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

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