

From: [Eliot Ivan Bernstein](#)
To: "Alan Rose"
Cc: "[Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell](#)"; "[William H. Glasko, Esq.](#)"; "[John P. Morrissey](#)"; "[tbernstein@lifeinsuranceconcepts.com](#)"; "[Caroline Prochotska Rogers Esq. \(caroline@cpogers.com\)](#)"; "[Michele M. Mulrooney ~ Partner @ Venable LLP \(mmulrooney@Venable.com\)](#)"; "[Andrew R. Dietz @ Rock It Cargo USA](#)"; "[Marc R. Garber Esq. @ Flaster Greenberg P.C. \(marcrgarber@verizon.net\)](#)"; "[Marc R. Garber Esq. @ Flaster Greenberg P.C. \(marc.garber@flastergreenberg.com\)](#)"; "[tourcandy@gmail.com](#)" ("[tourcandy@gmail.com](#)"); "[Eliot Bernstein \(iviewit@iviewit.tv\)](#)"; "[Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A. \(pfeaman@feamanlaw.com\)](#)"
Subject: RE: Agreement and Orders
Date: Wednesday, August 20, 2014 12:41:00 AM

Alan, each successive email you appear to grow more angered at changing your proposed agreement to limit the liability and indemnity to just the school payment issue and the amount of the payment as everyone understood in court, including Judge Colin. I can't believe this is what you are holding up school payments over, your own and Ted's liability and indemnification language, it truly shows whose best interest you and he are acting for, your own!!!! Judge Colin stated in Court, when we discussed the proposed language you were reading into record that the agreement would limit liability and only indemnify parties to the scope and amount of the school payments. You were supposed to include his desire for that in the agreement that you were drafting and we were to agree on and sign that language. In fact, he added language that was nowhere in your document you read in the record and that language did not even appear until your first draft sent to me. Also, Brian O'Connell also repeatedly told you that I could not sign anything that released liabilities or indemnified parties that extended beyond the scope of the payments and the amount of the payments but again you left all these suggestions of his out. So nothing was agreed on in court that was binding and I doubt Judge Colin will rule in your favor on that, especially where the new language is so outside the scope of what we discussed in court, in particular about limiting the liability to the scope of the agreement and limiting the indemnity to the payment amounts that it would be ludicrous for him to go against what he said the agreement should state in court. All the rest of this day has been wasted by everyone chasing your word games. I am happy to present my case to judge Colin, so please let me know if your client is failing to make the payments tomorrow due to your unwillingness to cooperate on issues even you stated everyone is already aware exist but we now agree they are not stated clearly in the document.

The rest of your email is very insulting and attacking and you appear to think I am acting to hurt my children and making all kinds of disturbing claims to further attempt to paper a record or something. This is why I again urge you to have your counsel contact me regarding all matters going forward. Again, who is your counsel in these matters and the lawsuits so I may contact them forward as I truly think this is going nowhere with you as you seem enraged. I remind you to remind the Trustee that he is being sued by me too, is a Respondent in these matters, is under ongoing investigations and is not qualified legally to serve as Trustee in these matters anymore for numerous reasons he and you are fully aware of. Further we are having upcoming hearings on his removal since he refuses to voluntarily resign knowing of the many reasons as a fiduciary to do so. Remind him that I am suing him and you for far more than legal fees, in the millions of dollars, for a host of civil torts you and he have committed. This appears more a game by you and your client that again wastes everyone's time.

We will not be changing our minds and accepting your faulty and misleading language and leave this up to Judge Colin.

Eliot

From: Alan Rose [mailto:ARose@mrachek-law.com]
Sent: Tuesday, August 19, 2014 11:29 PM
To: Eliot Ivan Bernstein
Cc: Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; William H. Glasko, Esq.; John P. Morrissey; tbernstein@lifeinsuranceconcepts.com
Subject: RE: Agreement and Orders

Each succeeding email from you makes less sense than the one before. The transcript will reflect what you said today under oath.

It is becoming apparent that this was all a game by you; that you had no intent to ever sign any agreement and no desire to send your children to this school. It was all an act, despite the fine work of Mr. O'Connell and the efforts of everyone else.

I will fax the Court the draft Orders and the Agreement, with the note that you no longer agree to the orders or to the agreement announced in open court.

I have been asked to advise you that the Trustee reserves the right to seek to have the court impose the fees and costs incurred in connection these wasted efforts, and any other unnecessary expenses created or caused by your actions, solely against any distribution made to your family. Please govern yourself accordingly.

I do agree with you on one issue, that there is no point in further discussing this. That said, I will leave open the offer of 8 am for you to sign the Agreement in case you and your wife change your minds.

From: Eliot Ivan Bernstein [mailto:iviewit@gmail.com]
Sent: Tuesday, August 19, 2014 11:09 PM
To: Alan Rose
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; tourcandy@gmail.com; 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell
Subject: RE: Agreement and Orders

Alan, I am not approving any orders or any agreement, I have not agreed to anything in court but proposed language that I never saw in a complete document. To now try and force me into an agreement to get your waivers will be further egregious acts of bad faith with unclean hands by both you and Theodore. There has been no agreement as nothing was signed and any orders were dependent on having a signed agreement to the terms discussed in court and those terms were not present in the language you drafted and perhaps the language read into the court. If we have not agreed by tomorrow morning on

the language you may tell the judge that we have not reached agreement and you are not making the payments, as we will not accept payments under these terms without the suggested clarifications. I also had no chance to review the transcripts and have no copies of all the documents that were used in court so I am not even sure this language is what was stated in the record and if it were I would still object after having had a FIRST chance to review it today after court and determined that it did not reflect what the judges intent and my intent were for the agreement as stated in court. There is no signed agreement so I could not have breached it. The only breach is your client Theodore failing to make required and non discretionary payments for the Welfare of the Children as called for in the Trust.

I am not sure if talking with you any longer on any issues is a good idea now that you are aware I am suing you. I think from this point forward you need to immediately tell me who your counsel is in these matters as a Respondent and as a Defendant in the Lawsuits so I can speak to them directly to avoid these hostilities, including now your public slanderous and defaming name calling.

Eliot

From: Alan Rose [<mailto:ARose@mrachek-law.com>]
Sent: Tuesday, August 19, 2014 10:36 PM
To: Eliot Ivan Bernstein; Eliot Ivan Bernstein
Cc: tbernstein@lifeinsuranceconcepts.com; John P. Morrissey; William H. Glasko, Esq.
Subject: RE: Agreement and Orders

We have an agreement, and the Court ruled on your Emergency Motion. In a few days we will have a transcript of that ruling, but as I read the agreement straight from my notes and as I typed the agreement straight from those same notes, I believe my draft is consistent with the agreement as announced in court and as ruled upon.

Everytime you respond you try to make even more changes; now something I don't understand what you are trying to do to limit the Trustee's agreed-upon and court-approved protections. I normally might suggest that you consult with Brian O'Connell, who patiently spent hours today trying to help you, rather than others, but he is not your lawyer and I am not sure you'd listen to him either.

I am submitting the Orders by fax at 8:00 am. I will be glad to advise the Court in the fax that you disagree with these and refuse to sign the Agreement. I think the Court indicated that this was the agreement regardless of whether it is signed. You can choose to honor or breach the agreement; that choice is yours alone.

The school issue is a problem of your own making, particularly delaying the request until late July, and it is a problem everyone but you is willing to solve.

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

Sent: Tuesday, August 19, 2014 9:43 PM

To: Alan Rose

Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; tourcandy@gmail.com; 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

Subject: FW: Agreement and Orders

Alan in response to your email below, I have been looking at this complex legal document created today in court on the backs of pages on several different documents, in handwriting I could hardly read and in other parts from your computer screen for a few hours today and trying to work through this timely to keep the kids in school, which the Trustee has already failed to do through this breach. I am certain Judge Colin would not want me to have signed this complex and lengthy document without first seeing even a draft to approve and just from a reading of the proposed language in the Court where again I did not have the document or even a draft to review what was being read into the record. We got down to making the document correct other than in the terms of what exactly we are limiting your and the trustees liabilities and indemnifications too specifically as we agreed in court to the payments and amounts of those payments, NOTHING ELSE. I again will suggest the final language on this that I proposed in my last email after talking to people you told me to consult with that best limits those things to what we agreed to in Court and what Judge Colin even said was capped liabilities and indemnifications to the scope and dollar amount of the payments to the school. You are reaching to try and get far more in and now calling me names and calling me "paranoid" for making changes that even you claim everyone else is aware of but that do not exist in the language. This insulting, rude and slanderous language against me, especially in front of all these professionals further shows the anger and adversity you have towards me and my children and further calls into question your conflicts of interests with me and these matters. If you cannot accept my changes below we will go the Judge and do not fax anything to him accept that we could not agree once I reviewed the proposed agreement language and could not come to terms on the proposed language and thus NO ORDER was agreed on either.

"Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability in regard to specifically making the above-listed payments to St. Andrews School for \$133,500.00 and shall be indemnified and held harmless from suit; provided that in no event shall such indemnified amount exceed \$133,350 for these payments to Saint Andrews school by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua."

We will also need to add a new paragraph at the end due to the missed deadline by the Trustee, as follows,

"This Agreement and any Orders issued are only enforceable if the children are re-enrolled for the 2014-2015 year and payments are accepted by Saint Andrews, otherwise this agreement will be null and void in entirety."

Let me know if this works or what time we should go to Judge Colin or if we need to schedule an Emergency Hearing to hash this out. I have not approved any Orders until we have reached an Agreement and it is signed, please do not mislead the Court that I have approved the Orders prior to Agreement.

From: Alan Rose [<mailto:ARose@mrachek-law.com>]

Sent: Tuesday, August 19, 2014 8:52 PM

To: Eliot Ivan Bernstein

Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; tourcandy@gmail.com; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell; William H. Glasko, Esq.; John P. Morrissey

Subject: RE: Agreement and Orders

I honestly do not understand what you are saying now. You have twice approved the form only to renege, and a third time demanded a useless change which I ultimately agreed to make just to get this done:

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

The point of that last change, from my view, was to make it clear that the qualifying language “for making the above-listed payments to St. Andrews School” applied to both parts of that paragraph. That was unnecessary, but it was harmless as well, so I was willing to do that to accommodate you and assuage any paranoia you may have.

That still was not acceptable to you, and now you are complaining about some “effort[] to have an opened ended release of liabilities and open ended indemnification added, which is not what the Court intended or we agreed to in Court today.” That makes it very easy to know what to do. We like better what was agreed to in Court by Judge Colin. If you also like what was agreed to in Court better than what you persuaded me to edit this afternoon, and that is the only language approved by the Court, then that is what we prefer too.

You state: “Nor will I approve any agreement” You have approved an agreement, announced in open court and on the record. That is the one and only agreement, and you have approved it, under oath, and you need to comply with it just the same as everyone else.

It appears that you have no intention of signing anything, regardless of what it says. I conclude that because no matter what changes we make at your request, it still is

never good enough. Your latest email goes back to the beginning, where you were at 10:30 am before Mr. O'Connell spoke to you and long before we went before the Court.

I will submit by fax the two orders in the morning, the forms of which you already have approved. The orders both provide that "The Trustee is authorized and directed to make such payment upon receipt from Eliot and Candice Bernstein of a signed copy of the Agreement."

We will accept a signed copy of the latest draft (from my 6:15 pm email) which incorporated all of your changes until 8:00 am tomorrow morning.

After that, we will fax the Orders to Judge Colin and go back to the exact language already approved by the Court (see attached), which I should have insisted upon in response to your 3:21 p.m. email. Those are the choices.

Once the Court signs the Agreed Orders, the Trustee will comply with the Orders. That means that, thereafter, when we get "receipt from Eliot and Candice Bernstein of a signed copy of the Agreement" -- a signed copy of the Court approved form of the Agreement (attached) from my 2:01 pm email [it is now 8:50 pm and you still have not signed anything] -- the Successor Trustee of the Shirley Trust will make the payments required.

I am finished on this topic. I do not have the time to respond any further, as I have other matters to attend to.

We worked long and hard to find a solution here, but you seem only interested in finding more problems. My client, as Trustee, is committed to finding solutions and bringing these matters to an end as quickly and efficiently as possible. I hope that you soon join in that goal of bringing these matters to a proper conclusion.

Good night.

Alan B. Rose, Esq.
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From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

Sent: Tuesday, August 19, 2014 9:09 PM

To: Alan B. Rose Esq. (arose@pm-law.com)

Cc: Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net); Marc R. Garber Esq. (marcrgarber@gmail.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); "tourcandy@gmail.com" (tourcandy@gmail.com); 'Eliot Bernstein (iviewit@iviewit.tv)'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com)

Subject: FW: Agreement and Orders

Alan, since we have a bit more time to discuss these matters before Court since the Trustee has failed to make the requested Welfare Payments under the terms of the trust in time to save their enrollment, I took your advice and have contacted some other people as you suggested to review. The suggested final changes we are willing to accept that comply with the Court's stated intent and what everyone agreed was to be in the agreement regarding releasing liabilities of the trustee and counsel, ONLY for the scope and amount of payment to Saint Andrews school, and nothing else, the final at this time suggested changes are as follows:

"Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability in regard to specifically making the above-listed payments to St. Andrews School for \$133,500.00 and shall be indemnified and held harmless from suit; provided that in no event shall such

indemnified amount exceed \$133,350 for these payments to Saint Andrews school by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.”

We will also need to add a new paragraph at the end due to the missed deadline as follows,

“This Agreement and any Orders issued are only enforceable if the children are re-enrolled for the 2014-2015 year and payments are accepted by Saint Andrews, otherwise this agreement will be null and void in entirety.”

Let me know if this works or what time we should go to Judge Colin or if we need to schedule an Emergency Hearing to hash this out.

Eliot

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]
Sent: Tuesday, August 19, 2014 7:28 PM
To: 'Alan Rose'
Cc: 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'
Subject: RE: Agreement and Orders

Alan, it is you who are being difficult in efforts to have an opened ended release of liabilities and open ended indemnification added, which is not what the Court intended or we agreed to in Court today. We all agreed that the liabilities and indemnification would be for the amount paid to Saint Andrews of \$133,500.00 and nothing more. I believe we should get before the judge tomorrow with the proposed changes and let him decide what changes to approve, as I will not approve any agreement that has open ended liability release and open ended indemnification release. Nor will I approve any agreement where distributions are made to either me or my children without the judge first determining who the beneficiaries are for the distributions to be made to legally. Since we agreed that the payments are being made to Saint Andrews directly and not being distributed at this time to any party (or an unknown party as you stated), as the beneficiaries are unknown at this time due to the fraud that has occurred by Ted's prior counsel Tescher and Spallina and we were not sure how distributions could be made to unknown beneficiaries at this time legally, this may all be best brought before the judge again to make all these determinations now that we have drafted the documents. Let me know, Eliot

From: Alan Rose [<mailto:ARose@mrachek-law.com>]
Sent: Tuesday, August 19, 2014 7:09 PM
To: Eliot Ivan Bernstein

Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP;
Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.;
Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.;
tourcandy@gmail.com; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens &
O'Connell
Subject: Re: Agreement and Orders

You're being difficult, just to be difficult. The language I drafted with two clear provisions (i) and (ii) is exactly what you wanted. I suggest you discuss it with Mark Garber or one of the other lawyers you seem to copy on these things.

I would suggest that you sign the one that I just sent, or the original one which the court approved, and upon receiving one in the morning I will fax the two orders to the judge.

Alan B. Rose

On Aug 19, 2014, at 18:59, "Eliot Ivan Bernstein" <iviewit@iviewit.tv> wrote:

Alan, you stated when you called me after sending me your new changes that you made changes in paragraph exactly as I had wrote them and this is not true as this is wholly new language "Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals shall be indemnified and held harmless from suit by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua, for making the above-listed payments to St. Andrews School."

The exact language I offered was either;

"Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided in no event shall such indemnified amount exceed \$133,350 for these payments to Saint Andrews school by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua."

Or

"Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no

liability to anyone for making the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [“Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews.”] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.”

Please, according to your phone call whereby you stated you used my exact changes, pick one or the other versions of my exact language above. Your new language again fails to limit the liability and indemnification to the 133,500.00 as we have agreed. If you want your new language above that I had never seen before this email, you could put in a sentence at the end that states, “The liabilities and indemnification shall apply only to an amount of \$133,500.00 being paid to Saint Andrews school.”

Let me know and please let’s stop playing word games that have already cost the children their enrollment. I also now cannot sign this until I have confirmed from the school tomorrow if they are willing to take the payment after their committee meeting or if they have lost their spots and this agreement would then be moot. We will now need to add language to this Agreement that the Agreement and Orders are only enforceable if the children are re-enrolled for the 2014-2015 year and payments are accepted by Saint Andrews.

Eliot

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

Sent: Tuesday, August 19, 2014 5:24 PM

To: 'Alan Rose'

Cc: 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

Subject: RE: Agreement and Orders

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [“Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews.”] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [for these payments to Saint Andrews school] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

From: Alan Rose [<mailto:ARose@mrachek-law.com>]

Sent: Tuesday, August 19, 2014 5:13 PM

To: Eliot Ivan Bernstein

Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; tourcandy@gmail.com; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

Subject: RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for

anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]
Sent: Tuesday, August 19, 2014 5:03 PM
To: Alan Rose
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; tourcandy@gmail.com; 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell
Subject: RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

"Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [for these payments to Saint Andrews school] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Let me know if there is a problem with that clarification.

Eliot

From: Alan Rose [<mailto:ARose@mrachek-law.com>]
Sent: Tuesday, August 19, 2014 4:57 PM
To: Eliot Ivan Bernstein
Cc: tbernstein@lifeinsuranceconcepts.com
Subject: RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.
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<image001.jpg>

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From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]
Sent: Tuesday, August 19, 2014 4:53 PM
To: Alan Rose
Subject: RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

From: Alan Rose [<mailto:ARose@mrachek-law.com>]
Sent: Tuesday, August 19, 2014 4:42 PM
To: Eliot Ivan Bernstein
Cc: tbernstein@lifeinsuranceconcepts.com; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; tourcandy@gmail.com
Subject: RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]
Sent: Tuesday, August 19, 2014 4:25 PM
To: Alan Rose
Cc: tbernstein@lifeinsuranceconcepts.com; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; tourcandy@gmail.com; 'Eliot Bernstein'
Subject: RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way

to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

From: Alan Rose [<mailto:ARose@mrachek-law.com>]
Sent: Tuesday, August 19, 2014 4:15 PM
To: Eliot Ivan Bernstein
Cc: tbernstein@lifeinsuranceconcepts.com
Subject: RE: Agreement and Orders

Alan B. Rose, Esq.
arose@Mrachek-Law.com
561.355.6991

<image001.jpg>

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To: Alan Rose
Subject: FW: Agreement and Orders

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]
Sent: Tuesday, August 19, 2014 3:21 PM
To: 'Alan Rose'; 'Eliot Ivan Bernstein'
Cc: 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '; 'tbernstein@lifeinsuranceconcepts.com'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net); Marc R. Garber Esq. (marcrgarber@gmail.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; "tourcandy@gmail.com" (tourcandy@gmail.com)'
Subject: RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

The undersigned, ELIOT and CANDICE BERNSTEIN, individually, and ELIOT BERNSTEIN AND CANDICE BERNSTEIN, as parents and natural guardians of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein, hereby acknowledge that they will receive from the Trustee of the above Trust the following:

This is what we suggest

The undersigned, ELIOT and CANDICE BERNSTEIN, individually, and ELIOT BERNSTEIN AND CANDICE BERNSTEIN, as parents and natural guardians of Daniel Bernstein, Jacob

Bernstein and Joshua Bernstein, hereby acknowledge that they (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“Further, to the extent that it is determined that these monies should have been distributed to Eliot Bernstein individually rather than to his children or trusts for the benefit of his children, Eliot agrees that he would have used this money for the benefit of his children and he agrees that this distribution of \$133,500.00 would constitute part of any distribution to which he would be entitled.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary he would have used this money for the benefit of his children and he agrees that this distribution of \$133,500.00 would constitute part of any distribution to which he would be entitled. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability to anyone for making this distribution and shall be indemnified and held harmless from suit by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.”

Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability to anyone for making this payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties and shall be indemnified and held harmless from suit by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“5. Eliot Bernstein and Candice Bernstein, individually; Eliot Bernstein and Candice Bernstein, as guardians and natural parents of Daniel, Jacob and Joshua; and any other beneficiary of The Shirley Bernstein Trust are enjoined and precluded from filing or pursuing any action against the Trustee in connection with the Trustee's distributions provided under the Agreement and this Order.”

This is what we propose,

5. Eliot Bernstein and Candice Bernstein,

individually; Eliot Bernstein and Candice Bernstein, as guardians and natural parents of Daniel, Jacob and Joshua; and any other beneficiary of The Shirley Bernstein Trust are enjoined and precluded from filing or pursuing any action against the Trustee in connection with the Trustee's distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

From: Alan Rose [<mailto:ARose@mrachek-law.com>]
Sent: Tuesday, August 19, 2014 2:01 PM
To: Eliot Ivan Bernstein; Eliot Ivan Bernstein
Cc: Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; tbernstein@lifeinsuranceconcepts.com; John P. Morrissey; William H. Glasko, Esq.
Subject: Agreement and Orders

See attached as edited based upon the COURT'S instructions.

I have done two IDENTICAL orders, one in the Shirley Estate and one in the new Shirley Trust Construction litigation to avoid any jurisdictional question or delay, (i.e. in which case this should have been entered). Again, it is IDENTICAL order in two separate styled matters.

Please review and if consistent with Court's ruling, print sign and return Agreement and authorize me to submit ORDERS to Court.

I am standing by and the Trustee is prepared to deliver checks today to St. Andrews School.

Alan B. Rose, Esq.
arose@Mrachek-Law.com
561.355.6991
<image001.jpg>

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From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

Sent: Tuesday, August 19, 2014 5:34 PM

To: 'Alan Rose'

Cc: 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

Subject: RE: Agreement and Orders

Alan, another option is "Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided in no event shall such indemnified amount exceed \$133,350 for these payments to Saint Andrews school by Eliot and Candice, and Eliot and Candice as parents and natural

guardians of Daniel, Jacob and Joshua.

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [“Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews.”] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [for these payments to Saint Andrews school] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

From: Alan Rose [<mailto:ARose@mrachek-law.com>]

Sent: Tuesday, August 19, 2014 5:13 PM

To: Eliot Ivan Bernstein

Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @

Flaster Greenberg P.C.; tourcandy@gmail.com; Brian M. O'Connell PA ~
Partner @ Ciklin Lubitz Martens & O'Connell
Subject: RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]
Sent: Tuesday, August 19, 2014 5:03 PM
To: Alan Rose
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; tourcandy@gmail.com; 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell
Subject: RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [for these payments to Saint Andrews school] by Eliot and Candice, and Eliot and Candice as

parents and natural guardians of Daniel, Jacob and Joshua.

Let me know if there is a problem with that clarification.

Eliot

From: Alan Rose [<mailto:ARose@mrachek-law.com>]
Sent: Tuesday, August 19, 2014 4:57 PM
To: Eliot Ivan Bernstein
Cc: tbernstein@lifeinsuranceconcepts.com
Subject: RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.
arose@Mrachek-Law.com
561.355.6991

<image001.jpg>

505 South Flagler Drive
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Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

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Sent: Tuesday, August 19, 2014 4:25 PM
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From the Confidential Agreement

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The undersigned, ELIOT and CANDICE BERNSTEIN, individually, and ELIOT BERNSTEIN AND CANDICE BERNSTEIN, as parents and natural guardians of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein, hereby acknowledge that they will receive from the Trustee of the above Trust the following:

This is what we suggest

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

2. This is what you have,

“Further, to the extent that it is determined that these monies should have been distributed to Eliot Bernstein individually rather than to his children or trusts for the benefit of his children, Eliot agrees that he would have used this money for the benefit of his children and he agrees that this distribution of \$133,500.00 would constitute part of any distribution to which he would be entitled.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary he would have used this money for the benefit of his children and he agrees that this distribution of \$133,500.00 would constitute part of any distribution to which he would be entitled. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable

shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability to anyone for making this distribution and shall be indemnified and held harmless from suit by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua."

Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability to anyone for making this payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties and shall be indemnified and held harmless from suit by Eliot and Candice, and Eliot and Candice as

parents and natural guardians of Daniel, Jacob and Joshua for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“5. Eliot Bernstein and Candice Bernstein, individually; Eliot Bernstein and Candice Bernstein, as guardians and natural parents of Daniel, Jacob and Joshua; and any other beneficiary of The Shirley Bernstein Trust are enjoined and precluded from filing or pursuing any action against the Trustee in connection with the Trustee's distributions provided under the Agreement and this Order.”

This is what we propose,

5. Eliot Bernstein and Candice Bernstein, individually; Eliot Bernstein and Candice Bernstein, as guardians and natural parents of Daniel, Jacob and Joshua; and any other beneficiary of The Shirley Bernstein Trust are enjoined and precluded from filing or pursuing any action against the Trustee in connection with the Trustee's distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

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Sent: Tuesday, August 19, 2014 2:01 PM
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<http://www.adobe.com>

From: Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

Sent: Tuesday, August 19, 2014 5:54 PM

To: 'Alan Rose'

Cc: 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

Subject: RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being

limited to those amounts. Are you planning on not making the changes we can go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

From: Alan Rose [<mailto:ARose@mrachek-law.com>]
Sent: Tuesday, August 19, 2014 5:13 PM
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Subject: RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

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Subject: RE: Agreement and Orders

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To be clear, I simply am asking the bracketed language be inserted,

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [for these payments to Saint Andrews school] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Let me know if there is a problem with that clarification.

Eliot

From: Alan Rose [<mailto:ARose@mrachek-law.com>]
Sent: Tuesday, August 19, 2014 4:57 PM
To: Eliot Ivan Bernstein
Cc: tbernstein@lifeinsuranceconcepts.com
Subject: RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.
arose@Mrachek-Law.com
561.355.6991
<image001.jpg>

505 South Flagler Drive
Suite 600
West Palm Beach, Florida 33401
561.655.2250 Phone

561.655.5537 Fax

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I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

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Subject: RE: Agreement and Orders

This is the second time today you have advised that the Agreement is OK; once in Court under oath and once

just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word “one” to “date” as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

From: Eliot Ivan Bernstein
[<mailto:iviewit@iviewit.tv>]
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Cc: tbernstein@lifeinsuranceconcepts.com; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.;
tourcandy@gmail.com; 'Eliot Bernstein'
Subject: RE: Agreement and Orders

Alan the redline version looks good except in statement, “(either Eliot or his children or both, as determined by the Court at later one)” was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

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Sent: Tuesday, August 19, 2014 4:15 PM
To: Eliot Ivan Bernstein
Cc: tbernstein@lifeinsuranceconcepts.com
Subject: RE: Agreement and Orders

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[<mailto:iviewit@iviewit.tv>]
Sent: Tuesday, August 19, 2014 3:53 PM
To: Alan Rose
Subject: FW: Agreement and Orders

From: Eliot Ivan Bernstein
[mailto:iviewit@iviewit.tv]
Sent: Tuesday, August 19, 2014 3:21 PM
To: 'Alan Rose'; 'Eliot Ivan Bernstein'
Cc: 'Brian M. O'Connell PA ~ Partner @
Ciklin Lubitz Martens & O'Connell';
'tbernstein@lifeinsuranceconcepts.com';
'John P. Morrissey'; 'William H. Glasko,
Esq.'; Marc R. Garber Esq. @ Flaster
Greenberg P.C.
(marcrgarber@verizon.net); Marc R.
Garber Esq. (marcrgarber@gmail.com);
Marc R. Garber Esq. @ Flaster
Greenberg P.C.
(marc.garber@flastergreenberg.com);
Caroline Prochotska Rogers Esq.
(caroline@cprogers.com); Michele M.
Mulrooney ~ Partner @ Venable LLP
(mmulrooney@Venable.com); Andrew R.
Dietz @ Rock It Cargo USA;
"tourcandy@gmail.com"
(tourcandy@gmail.com)'
Subject: RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

The undersigned, ELIOT and CANDICE BERNSTEIN, individually, and ELIOT BERNSTEIN AND CANDICE BERNSTEIN, as parents and natural guardians of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein, hereby acknowledge that they will receive from the Trustee of the above Trust the following:

This is what we suggest
The undersigned, ELIOT and

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

2. This is what you have,

“Further, to the extent that it is determined that these monies should have been distributed to Eliot Bernstein individually rather than to his children or trusts for the benefit of his children, Eliot agrees that he would have used this money for the benefit of his children and he agrees that this distribution of \$133,500.00 would constitute part of any distribution to which he would be entitled.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary he would have used this money for the benefit of his children

and he agrees that this distribution of \$133,500.00 would constitute part of any distribution to which he would be entitled. If the Court determines that Eliot's children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children's distributable shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability to anyone for making this distribution and shall be indemnified and held harmless from suit by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua."

Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability to anyone for making this payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties and shall be indemnified and held harmless from suit by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“5. Eliot Bernstein and Candice Bernstein, individually; Eliot Bernstein and Candice Bernstein, as guardians and natural parents of Daniel, Jacob and Joshua; and any other beneficiary of The Shirley Bernstein Trust are enjoined and precluded from filing or pursuing any action against the Trustee in connection with the Trustee's distributions provided under the Agreement and this Order.”

This is what we propose,

5. Eliot Bernstein and Candice Bernstein, individually; Eliot

Bernstein and Candice Bernstein, as guardians and natural parents of Daniel, Jacob and Joshua; and any other beneficiary of The Shirley Bernstein Trust are enjoined and precluded from filing or pursuing any action against the Trustee in connection with the Trustee's distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

From: Alan Rose
[<mailto:ARose@mrachek-law.com>]
Sent: Tuesday, August 19, 2014 2:01 PM
To: Eliot Ivan Bernstein; Eliot Ivan Bernstein
Cc: Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; tbernstein@lifeinsuranceconcepts.com; John P. Morrissey; William H. Glasko, Esq.
Subject: Agreement and Orders

See attached as edited based upon the COURT'S instructions.

I have done two IDENTICAL orders, one in the Shirley Estate and one in the new Shirley Trust Construction litigation to avoid any jurisdictional question or delay, (i.e. in which case this should have been entered). Again, it is IDENTICAL order in two separate styled matters.

Please review and if consistent with Court's ruling, print sign and return Agreement and authorize me to submit ORDERS to Court.

I am standing by and the Trustee is prepared to deliver checks today to St. Andrews School.

Alan B. Rose, Esq.

arose@Mrachek-Law.com

561.355.6991

<image001.jpg>

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Suite 600

West Palm Beach, Florida 33401

561.655.2250 Phone

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Sent: Tuesday, August 19, 2014 6:15 PM
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Subject: RE: Agreement and Orders

What is below has not been reviewed yet by the Trustee, but I expect him to be Ok with it. Please sign the attached and return to me ASAP, and I will go over the changes with the Trustee.

You keep changing things, just to change them. First, you took an agreement and order that was read to the Court and approved by the Court, and you swore under oath that it was fine, and then you changed it, and I agreed to make changes; and then you changed again, and it has not changed one bit. The judge understands the agreement; I understand it; everyone understands it (probably even you).

You took an order that the new Simon PR reviewed with you, and the Court reviewed with you, and sent it to someone was not part of these proceedings, Marc Garber, and for some reason he provided you legal advice as to how to change the agreement.

It appears that you will not sign anything and keep making changes.

To resolve any paranoia you have that you are being tricked, the following is grammatically correct and clear, even though it is exactly what is there now anyway, but to make it double crystal clear, I changed it to read:

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

Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua, for making the above-listed payments to St. Andrews School.”

If this is not signed and returned immediately, I will go back to the original court approved form (which was perfectly fine before Mr. Garber’s comments and says essentially exactly the same as this revised one).

Alan B. Rose, Esq.

arose@Mrachek-Law.com

561.355.6991

<image001.jpg>

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West Palm Beach, Florida 33401
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From: Eliot Ivan Bernstein
[<mailto:iviewit@iviewit.tv>]
Sent: Tuesday, August 19, 2014 3:53 PM
To: Alan Rose
Subject: FW: Agreement and Orders

From: Eliot Ivan Bernstein
[<mailto:iviewit@iviewit.tv>]
Sent: Tuesday, August 19, 2014 3:21 PM
To: 'Alan Rose'; 'Eliot Ivan Bernstein'
Cc: 'Brian M. O'Connell PA ~ Partner @
Ciklin Lubitz Martens & O'Connell ';
'tbernstein@lifeinsuranceconcepts.com';

'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcrgarber@verizon.net); Marc R. Garber Esq. (marcrgarber@gmail.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; "tourcandy@gmail.com" (tourcandy@gmail.com)'

Subject: RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

The undersigned, ELIOT and CANDICE BERNSTEIN, individually, and ELIOT BERNSTEIN AND CANDICE BERNSTEIN, as parents and natural guardians of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein, hereby acknowledge that they will receive from the Trustee of the above Trust the following:

This is what we suggest

The undersigned, ELIOT and CANDICE BERNSTEIN, individually, and ELIOT BERNSTEIN AND CANDICE BERNSTEIN, as parents and natural guardians of Daniel Bernstein, Jacob Bernstein and

Joshua Bernstein, hereby acknowledge that they (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“Further, to the extent that it is determined that these monies should have been distributed to Eliot Bernstein individually rather than to his children or trusts for the benefit of his children, Eliot agrees that he would have used this money for the benefit of his children and he agrees that this distribution of \$133,500.00 would constitute part of any distribution to which he would be entitled.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary he would have used this money for the benefit of his children and he agrees that this distribution of \$133,500.00 would constitute part of any distribution to which he would be entitled. If the Court determines that Eliot’s

children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children's distributable shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that the Trustee and his professional shall have absolutely no liability to anyone for making this distribution and shall be indemnified and held harmless from suit by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua."

Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that

the Trustee and his professional shall have absolutely no liability to anyone for making this payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties and shall be indemnified and held harmless from suit by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“5. Eliot Bernstein and Candice Bernstein, individually; Eliot Bernstein and Candice Bernstein, as guardians and natural parents of Daniel, Jacob and Joshua; and any other beneficiary of The Shirley Bernstein Trust are enjoined and precluded from filing or pursuing any action against the Trustee in connection with the Trustee's distributions provided under the Agreement and this Order.”

This is what we propose,

5. Eliot Bernstein and Candice Bernstein, individually; Eliot Bernstein and Candice Bernstein, as guardians and natural parents of Daniel, Jacob and Joshua; and any other beneficiary of The Shirley Bernstein Trust are enjoined

and precluded from filing or pursuing any action against the Trustee in connection with the Trustee's distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

From: Alan Rose
[<mailto:ARose@mrachek-law.com>]
Sent: Tuesday, August 19, 2014 2:01 PM
To: Eliot Ivan Bernstein; Eliot Ivan Bernstein
Cc: Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; tbernstein@lifeinsuranceconcepts.com; John P. Morrissey; William H. Glasko, Esq.
Subject: Agreement and Orders

See attached as edited based upon the COURT'S instructions.

I have done two IDENTICAL orders, one in the Shirley Estate and one in the new Shirley Trust Construction litigation to avoid any jurisdictional question or delay, (i.e. in which case this should have been entered). Again, it is IDENTICAL order in two separate styled matters.

Please review and if consistent with Court's ruling, print sign and return Agreement and authorize me to submit ORDERS to Court.

I am standing by and the Trustee is prepared to deliver checks today to St. Andrews School.

Alan B. Rose, Esq.

arose@Mrachek-Law.com

561.355.6991

<image001.jpg>

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