

Bernstein, Estate of Simon 11187.006
Heritage Union Life Ins. 1009208

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
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SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

November 1, 2012

VIA FEDERAL EXPRESS

Claims Department
Heritage Union Life Insurance Company
1275 Sandusky Road
Jacksonville, IL 62651

**Re: Insured: Simon L. Bernstein
Contract No.: 1009208**

Dear Sir or Madam:

Enclosed is the Claimant's Statement for the above referenced policy, together with an original death certificate for the insured, Simon Bernstein. We are also enclosing a copy of Internal Revenue Service Form SS-4, Application for Employer Identification Number for the Simon Bernstein Irrevocable Insurance Trust dated June 1, 1995, which is the trust listed as beneficiary of the above referenced policy. We will provide wiring instructions for the trust bank account when you have processed the claim, if possible, in lieu of a check. Finally, we are enclosing a copy of the obituary for the decedent which was published in the Palm Beach Post. We are unable to locate a copy of the original insurance policy.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Sincerely,

Handwritten signature of Robert L. Spallina in black ink, followed by the initials 'km'.

ROBERT L. SPALLINA

RLS/km

Enclosures



Shipment Receipt

Address Information**Ship to:**

Claims Department
Heritage Union Life
Insurance Co.

1275 SANDUSKY RD

JACKSONVILLE, IL

62650-1155

US

800-825-0003

Ship from:

Kimberly Moran
TESCHER & SPALLINA

4855 Technology Way
Suite 720

BOCA RATON, FL

33431

US

5619977008

Shipment Information:

Tracking no.: 793982449665

Ship date: 11/01/2012

Estimated shipping charges: 17.90

Package Information

Service type: Standard Overnight

Package type: FedEx Envelope

Number of packages: 1

Total weight: 1 LBS

Declared Value: 0.00 USD

Special Services:

Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:

Bill transportation to: Tescher & Spallina-343

Your reference: e/o Bernstein - 11187.006

P.O. no.:

Invoice no.:

Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable [FedEx Service Guide](#) or the FedEx Rate Sheets for details on how shipping charges are calculated.

CLAIMANT STATEMENT

DECEDENT INFORMATION

1. Name of Deceased (Last, First Middle) Bernstein, Simon Leon		2. Last 4 digits of Deceased's Social Security No: 5211	
3. If the Deceased was known by any other names, such as maiden name, hyphenated name, nickname, derivative form of first and/or middle name or an alias, please provide them below.			
4. Policy Number(s) 1009208		5. If policy is lost or not available, please explain: unable to locate, policy is 30 years old	
6. Deceased's Date of Death 09/13/12	7. Cause of Death natural causes	8. <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accidental <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending	

CLAIMANT INFORMATION

9. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section. Simon Bernstein Irrevocable Insurance Trust			
10. Street Address		11. City	12. State and Zip
			13. Daytime Phone Number
14. Date of Birth	15. Social Security or Tax ID Number 65-617 8916		16. Relationship to Deceased
17. I am filing this claim as: <input type="checkbox"/> an individual who is named as a beneficiary under the policy <input type="checkbox"/> a Trustee of a Trust which is named as a beneficiary under the policy <input type="checkbox"/> an Executor of Estate which is named as a beneficiary under the policy <input type="checkbox"/> Other			
18. Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" please list country of citizenship			
19. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement?			<input type="checkbox"/> Yes <input type="checkbox"/> No

CLAIMANT INFORMATION (to be completed by 2nd claimant, if any)

20. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.			
21. Street Address		22. City	23. State and Zip
			24. Daytime Phone Number
25. Date of Birth	26. Social Security or Tax ID Number		27. Relationship to Deceased
28. I am filing this claim as: <input type="checkbox"/> an individual who is named as a beneficiary under the policy <input type="checkbox"/> a Trustee of a Trust which is named as a beneficiary under the policy <input type="checkbox"/> an Executor of Estate which is named as a beneficiary under the policy <input type="checkbox"/> Other			
29. Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" please list country of citizenship			
30. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement?			<input type="checkbox"/> Yes <input type="checkbox"/> No

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.

CLAIMANT STATEMENT

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivorship Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provision in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy. If you do not choose a settlement option, we will send a lump sum settlement to you.

Name of Settlement Option from Policy

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

SUBSTITUTE FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

I/We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of Claimant and Title

Date

Signature of Second Claimant, if any, and Title

Date

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS.

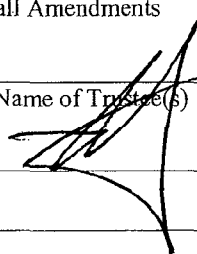
Please include a copy of the trust agreement, including the signature page(s) and any amendments.

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement, which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information - THIS MUST BE COMPLETED FOR PAYMENT

I/We the undersigned, on oath, deposes and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment (Mark the appropriate item):

- ☒ 1. The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.
- ☐ 2. The GST tax does not apply because the GST tax exemption will offset the GST tax.
- ☒ 3. The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.
- ☐ 4. The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)
- ☐ 5. The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust Simon Bernstein Irrevocable Insurance Trust		Date of Trust Agreement 06/01/1995
Date of all Amendments		Trust Tax ID Number 65-6178916
Printed Name of Trustee(s)	Signature(s)	
a. 	Robert L. Spallina	
b. _____	_____	
c. _____	_____	
d. _____	_____	

6/22/95

Form **SS-4** **Application for Employer Identification Number** (Rev. August 1989)
 Department of the Treasury
 Internal Revenue Service

(For use by employers and others. Please read the attached instructions before completing this form.) Please type or print clearly.

EIN **65-6178916**
 OMB No. 1545-0003
 Expires 7-31-91

1 Name of applicant (True legal name) (See instructions.)
Simon Bernstein Irrevocable Insurance Trust

2 Trade name of business, if different from name in line 1
Shirley Bernstein

3a Mailing address (street address) (room, apt., or suite no.)
7020 Lions Head

3b Address of business (See instructions.)
Shirley Bernstein

4a City, state, and ZIP code
Boca Raton, FL 33496

4b City, state, and ZIP code
Boca Raton, FL 33496

5 County and state where principal business is located

7 Name of principal officer, grantor, or general partner (See instructions.)
Contract Sec. # 371-32-5211

8a Type of entity (Check only one box.) (See instructions.)

<input type="checkbox"/> Individual SSN	<input type="checkbox"/> Estate	<input checked="" type="checkbox"/> Trust
<input type="checkbox"/> REMIC	<input type="checkbox"/> Plan administrator SSN	<input type="checkbox"/> Partnership
<input type="checkbox"/> State/local government	<input type="checkbox"/> Other corporation (specify)	<input type="checkbox"/> Farmers' cooperative
<input type="checkbox"/> Other nonprofit organization (specify)	<input type="checkbox"/> Federal government/military	<input type="checkbox"/> Church or church controlled organization
<input type="checkbox"/> Other (specify)	If nonprofit organization enter GEN (if applicable)	

9 If a corporation, give name of foreign country (if applicable) or state in the U.S. where incorporated

Foreign country

State

10 Reason for applying (Check only one box)

<input type="checkbox"/> Started new business	<input type="checkbox"/> Changed type of organization (specify)
<input type="checkbox"/> Hired employees	<input type="checkbox"/> Purchased going business
<input type="checkbox"/> Created a pension plan (specify type)	<input checked="" type="checkbox"/> Created a trust (specify) Insurance Trust
<input type="checkbox"/> Banking purpose (specify)	<input type="checkbox"/> Other (specify)

11 Date business started or acquired (Mo., day, year) (See instructions.)
June 1, 1995

12 Enter closing month of accounting year. (See instructions.)
December 31

13 First date wages or annuities were paid or will be paid (Mo., day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (Mo., day, year).

14 Enter highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter "0."

Nonagricultural Agricultural Household

15 Does the applicant operate more than one place of business?
 If "Yes," enter name of business.

Yes No

16 Principal activity or service (See instructions.)

17 Is the principal business activity manufacturing?
 If "Yes," principal product and raw material used

Yes No

18 To whom are most of the products or services sold? Please check the appropriate box.

Public (retail) Other (specify) Business (wholesale) N/A

19 Has the applicant ever applied for an identification number for this or any other business?
 Note: If "Yes," please complete lines 18b and 18c.

Yes No

18a If you checked the "Yes" box in line 18a, give applicant's true name and trade name, if different than name shown on prior application.

True name Trade name

18b Enter approximate date, city, and state where the application was filed and the previous employer identification number if known.

Approximate date when filed (Mo., day, year) City and state where filed Previous EIN

18c Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Telephone number (include area code)

Name and title (Please type or print clearly) **Shirley Bernstein, Trustee** **407-477-9991**

Signature **X** **Shirley Bernstein** Date **June 21, 1995**

Write: Do not write below this line. For official use only.

Please leave blank

Gov. Ind. Class Size Reason for applying

For Paperwork Reduction Act Notice, see attached instructions.

U.S. Government Printing Office: 1987-262-151/50143 Form **SS-4** (Rev. 8-89)

SIMON LEON BERNSTEIN

Family-Placed Obituary

SIMON LEON BERNSTEIN born in Flint, MI on December 2nd, 1935. He was predeceased by his beloved wife Shirley (Thomas) and is survived by his adoring children: Ted Bernstein (Deborah), Pamela Simon (David "Scooter"), Eliot Bernstein (Candice), Jill Iantoni (Guy), Lisa Friedstein (Jeff). He was the esteemed Zaida of Ally, Eric, Matt, Molly, Michael, Max, Joshua, Carley, Jacob, Julia, and Danny. Simon was the owner of several successful life insurance agencies and product creator extraordinaire. Si was an avid golfer and loved his family and friends dearly. He will be missed. Funeral services are Sunday, September 16th, 2012 at 2:00pm at The Gardens 4103 N. Military Trail, Boca Raton, Florida. Donations may be made to the [American Heart Association](#) in lieu of flowers. To express condolences and/or make donations Visit PalmBeachPost.com/obituaries

Published in The Palm Beach Post from September 16 to September 23, 2012

OFFICE of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765

DATE ISSUED: September 18, 2012

DECEDENT INFORMATION

STATE FILE DATE: September 17, 2012

NAME: SIMON LEON BERNSTEIN

DATE OF DEATH: September 13, 2012

SEX: MALE

SSN: 371-32-5211

AGE: 076 YEARS

DATE OF BIRTH: December 2, 1935

BIRTHPLACE: FLINT, MICHIGAN

PLACE OF DEATH: INPATIENT

FACILITY NAME OR STREET ADDRESS: DELRAY MEDICAL CENTER

LOCATION OF DEATH: DELRAY BEACH, PALM BEACH COUNTY

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: WIDOWED

SPOUSE: NONE

RESIDENCE: 7020 LIONS HEAD LANE, BOCA RATON, FLORIDA 33496

COUNTY: PALM BEACH

OCCUPATION, INDUSTRY: SALES, LIFE INSURANCE

RACE: ☒ White ☐ Black or African American ☐ Asian Indian ☐ Chinese ☐ Filipino ☐ Native Hawaiian ☐ Japanese ☐ Korean
☐ American Indian or Alaskan Native--Tribe: ☐ Vietnamese ☐ Other Asian:
☐ Guamanian or Chamorro ☐ Samoan ☐ Other Pacific Isl: ☐ Other: ☐ Unknown

HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN

EDUCATION: HIGH SCHOOL GRADUATE OR GED

EVER IN U.S. ARMED FORCES? NO

PARENTS AND INFORMANT INFORMATION

FATHER: THEODORE BERNSTEIN

MOTHER: NORA UNKNOWN

INFORMANT: TED STUART BERNSTEIN

RELATIONSHIP TO DECEDENT: SON

INFORMANT'S ADDRESS: 880 Berkley Street, BOCA RATON, FLORIDA 33487

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: THE GARDENS MEMORIAL PARK

BOCA RATON, FLORIDA

METHOD OF DISPOSITION: ENTOMBMENT

FUNERAL DIRECTOR/LICENSE NUMBER: GARRETT JACOBS, F019844

FUNERAL FACILITY: BOCA RATON FUNERAL HOME F040152

19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: MEDICAL EXAMINER

MEDICAL EXAMINER CASE NUMBER: 121500913

TIME OF DEATH (24 hr): 0227

CERTIFIER'S NAME: MICHAEL D BELL

CERTIFIER'S LICENSE NUMBER: ME54359

NAME OF ATTENDING PHYSICIAN (If other than Certifier): NOT APPLICABLE

CAUSE OF DEATH AND INJURY INFORMATION

PROBABLE MANNER OF DEATH: PENDING INVESTIGATION

CAUSE OF DEATH - PART I - and Approximate Interval: Onset to Death:

a PENDING

b

c

d

PART II - Other significant conditions contributing to death but not resulting in the underlying cause given in PART I:

AUTOPSY PERFORMED? YES

AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? NO

DATE OF SURGERY:

DID TOBACCO USE CONTRIBUTE TO DEATH? UNKNOWN

REASON FOR SURGERY:

IF FEMALE, WAS SHE PREGNANT WITHIN THE PAST YEAR?

NOT APPLICABLE

DATE OF INJURY: NOT APPLICABLE

TIME OF INJURY (24 hr):

INJURY AT WORK?

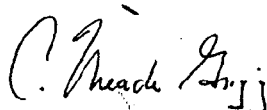
LOCATION OF INJURY:

DESCRIBE HOW INJURY OCCURRED:

PLACE OF INJURY:

IF TRANSPORTATION INJURY, Status of Decedent:

Type of Vehicle:



, State Registrar

REQ: 2013124648

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

WARNING:

THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THIS DOCUMENT WILL NOT PRODUCE A COLOR COPY.



* 3 8 8 1 8 0 8 9 *

DH FORM 1947 (11/11)

CERTIFICATION OF VITAL RECORD



IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: SIMON BERNSTEIN PROBATE DIVISION

IRREVOCABLE INSURANCE

TRUST dated JUNE 21, 1995 FILE NO.:
_____ /

**WAIVER, CONSENT AND JOINDER TO
DECLARATORY ACTION TO ESTABLISH A LOST TRUST
AND APPOINT A SUCCESSOR TRUSTEE**

The undersigned, a surviving child of SIMON BERNSTEIN and SHIRLEY BERNSTEIN, acknowledge receipt of the captioned pleading, waive formal service and join in and consent to the relief requested.

Dated this 7th day of March, 2013.



~~PAMELA A. BERNSTEIN~~

Pamela B. Simon



S.D. Lexington, Inc.

600 WEST JACKSON BLVD. - SUITE 800 - CHICAGO, IL 60661 - (312) 993-0014 - FAX (312) 993-0485

November 10, 1995

Capitol Bankers Life
Attn: Policyholder Services
735 North Water Street
Post Office Box 2016
Milwaukee, WI 53201

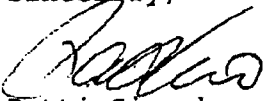
RE: Simon Bernstein
Policy # 1009208

To Whom It May Concern:

Enclosed please find a change of beneficiary form for the above mentioned policy. Please process this form effective immediately.

Also, please send me an endorsed copy of this form so I know that the change has been made.

Sincerely,


Patti Simosky

INSURANCE COUNSELORS WITH (IN-TEG-RITY)

TS006465

Capitol Bankers Life

CAPITOL BANKERS LIFE INSURANCE COMPANY
735 North Water Street P.O. Box 2016
Milwaukee, Wisconsin 53201
414-277-9998

REQUEST LETTER

TO: Capitol Bankers Life Insurance Co.

Please comply with the request I have checked below in connection with Policy Number 1009208

Name of Insured SIMON BERNSTEIN

The Policy is not enclosed as instructed below.
(is or is not)

☐ CHANGE MAIL ADDRESS TO (Do not send Policy)

(New Mail Address)

☐ POLICY LOAN (Do not send policy)

☐ I request a policy loan of \$ _____ or the maximum loan value, if less.

☐ I request policy loan to pay current premium due.

☐ CHANGE OF OWNERSHIP FROM _____ to _____
(Print old owner name) (Print new owner name)

ADDRESS _____

☐ EXTENDED TERM INSURANCE (Do not send Policy)

I request that the Extended Term Insurance provision be operative as a nonforfeiture value, if available; and any election by me for application of the automatic premium loan provision now on file with the Company is hereby revoked.

☐ AUTOMATIC PREMIUM LOAN (Do not send Policy)

Make the Automatic Premium Loan provision effective, if provided in the policy

☐ PAID-UP INSURANCE (Send Policy)

I request that the Paid-Up Insurance provision be operative as a nonforfeiture value, if available.

☐ CASH SURRENDER (Send Policy)

Pay all cash surrender equities to me and as consideration for such payment, I surrender my Policy.

☐ CHANGE OF NAME BY MARRIAGE OR OTHERWISE (Do not send Policy)

Change name of: ☐ Insured ☐ Owner

From _____ to _____
(Print old name) (Print new name)

State reason for change: _____

(If the person whose name is to be changed is the policyholder, both the old and the new name of the policyholder must be signed at the bottom of this request letter on the line "Personal Signature of Policyholder.")

☒ CHANGE BENEFICIARY AS FOLLOWS: (Do not send Policy)

Beneficiaries (Give full name, age, and relationship to Insured)

Primary: (Payee at death of Insured)

LASALLE NATIONAL TRUST, N.A.

TRUSTEE

Successor: (Substitute payee if no Primary payee living)

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED JUNE 21, 1995

TRUST

☐ OTHER REQUEST (Write request and send policy, if it is to be changed.)

Agent

Date

11-7-95

Personal Signature of Old Owner, if Ownership Change

By: LASALLE NATIONAL TRUST, N.A.

Agent

Date

Personal Signature of Policyholder (Owner)



Capitol Bankers Life

November 27, 1995

Capitol Bankers Life Insurance Company 803-322-3142 • 800-
Box 19191 FAX: 803-292-4005
Greenville, SC 29602-9191

LASALLE NATIONAL TRUST, N.A.
AS SUCCESSION TRUSTEE
C/O NATIONAL SERVICE ASSOC.
600 W. JACKSON BLVD, SUITE 800
CHICAGO, IL 60661

RE: SIMON BERNSTEIN
Policy #1009208

Dear Sir/Madam:

The executed beneficiary change for the above mentioned
policy is as follows:

PRIMARY-LASALLE NATIONAL TRUST, N.A.
TRUSTEE
CONTINGENT-SIMON BERNSTEIN INS.
TRUST DATED 6/21/95.

This letter will serve as an endorsement to your policy.
PLEASE ATTACH THIS LETTER TO YOUR POLICY.

Capitol Bankers Life Insurance Company is happy to be of service
to you. If we can be of any further assistance, please feel free
to contact our office at 1-800-825-0003.

Sincerely,
CBL Service Center

A member of the North American Life Assurance Company
Family of Companies

TS006467

S.B. Lexington, Inc.

(Employer)

EMPLOYEE DEATH BENEFIT PLAN AND TRUST

"PLAN AND TRUST"
BENEFICIARY DESIGNATION

Simon L. Bernstein

(PLEASE PRINT OR TYPE NAME OF MEMBER OR AUXILIARY MEMBER)

I hereby designate, in accordance with the terms of said Plan and Trust as it is or may be amended:

NAME OF BENEFICIARY

Simon Bernstein Irrevocable
Insurance Trust

RELATIONSHIP

as Primary Beneficiary

as Contingent Beneficiary/ies

as the person(s) to receive at my death the Death Benefit stipulated in the S.B. Lexington, Inc. Employee Death Benefit and Trust and the Adoption Form adopted by my Employer.

Signature: [Signature]

MEMBER OR AUXILIARY MEMBER

Date: 8-26-95

Instructions:

- (1) This form should be filed by the Trustee. A photo copy should be retained by the Member or Auxiliary Member.
- (2) This recommendation of beneficiary shall be effective upon receipt by the Trustee.
- (3) Where more than one beneficiary is designated, the proportion to be paid to each should be indicated, and if desired, provision for a contingent beneficiary if a first-named beneficiary predeceases the Member or Auxiliary Member can be included.
- (4) This designation of beneficiary may be changed or revoked at any time by written instruction to the Trustee or by filing a new designation with the Trustee.
- (5) This designation of beneficiary shall be disregarded if received by the Trustee after the death of the Member or Auxiliary Member.

WWW.CYBERDRIVEILLINOIS.COM**JESSE WHITE**
SECRETARY OF STATE**CORPORATION FILE DETAIL REPORT**

Entity Name	S. B. LEXINGTON, INC.	File Number	50241858
Status	DISSOLVED		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	05/17/1973	State	ILLINOIS
Agent Name	DAVID B SIMON	Agent Change Date	05/17/1990
Agent Street Address	600 W JACKSON BLVD	President Name & Address	SIMON BERNSTEIN 600 W JACKSON #800 CHGO 60606
Agent City	CHICAGO	Secretary Name & Address	VOLUNTARY DISSOLUTION 04 03 98
Agent Zip	60661	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	1998

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 Capital Bankers Life

April 3, 1998

Capitol Bankers Life Insurance Company
Box 19191
Greenville, SC 29602-9191
800-825-0003
FAX: 864-609-4005

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON, FL 33496

RE: 
- Policy #1009208

Dear SIMON BERNSTEIN

The executed ownership change for the above mentioned policy
is as follows:


SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON, FL 33496

Capitol Bankers Life Insurance Company is happy to be of service
to you. If we can be of any further assistance, please feel free
to contact our office at 1-800-825-0003.

Sincerely,
Capitol Bankers Life Insurance Company

DONNA HADLEY
Policyowner Service Department

cc: CAPITOL BANKERS LIFE INSURANCE Agent #0000735

Select Year: 2011  Go

The 2011 Florida Statutes

[Title VI](#)[Chapter 86](#)[View Entire Chapter](#)


CIVIL PRACTICE AND PROCEDURE DECLARATORY JUDGMENTS

86.011 Jurisdiction of trial court.—The circuit and county courts have jurisdiction within their respective jurisdictional amounts to declare rights, status, and other equitable or legal relations whether or not further relief is or could be claimed. No action or procedure is open to objection on the ground that a declaratory judgment is demanded. The court's declaration may be either affirmative or negative in form and effect and such declaration has the force and effect of a final judgment. The court may render declaratory judgments on the existence, or nonexistence:

- (1) Of any immunity, power, privilege, or right; or
- (2) Of any fact upon which the existence or nonexistence of such immunity, power, privilege, or right does or may depend, whether such immunity, power, privilege, or right now exists or will arise in the future. Any person seeking a declaratory judgment may also demand additional, alternative, coercive, subsequent, or supplemental relief in the same action.

History.—s. 1, ch. 21820, 1943; s. 2, ch. 29737, 1955; s. 38, ch. 67-254; s. 3, ch. 90-269.

Note.—Former s. 87.01.

Select Year: 2011 

The 2011 Florida Statutes

[Title VI](#)[Chapter 86](#)[View Entire Chapter](#)**CIVIL PRACTICE AND PROCEDURE DECLARATORY JUDGMENTS**

86.041 Actions by executors, administrators, trustees, etc.—Any person interested as or through an executor, administrator, trustee, guardian, or other fiduciary, creditor, devisee, legatee, heir, next of kin, or cestui que trust, in the administration of a trust, a guardianship, or of the estate of a decedent, an infant, a mental incompetent, or insolvent may have a declaration of rights or equitable or legal relations in respect thereto:

- (1) To ascertain any class of creditors, devisees, legatees, heirs, next of kin, or others; or
- (2) To direct the executor, administrator, or trustee to refrain from doing any particular act in his or her fiduciary capacity; or
- (3) To determine any question arising in the administration of the guardianship, estate, or trust, including questions of construction of wills and other writings.

For the purpose of this section, a “mental incompetent” is one who, because of mental illness, mental retardation, senility, excessive use of drugs or alcohol, or other mental incapacity, is incapable of either managing his or her property or caring for himself or herself, or both.

History.—s. 4, ch. 21820, 1943; s. 38, ch. 67-254; s. 1, ch. 88-33; s. 459, ch. 95-147.

Note.—Former s. 87.04.

561 289 286 (Dinner)
312 804 2818 (Finn)
847 577 4621 (Lisa)

Heritage Union Life Insurance Company
1275 Sandusky Rd Jacksonville, IL 62650-2030
Illustration based on current interest rate of 4.50%

NAME: SIMON BERNSTEIN
POLICY NUMBER: 1009208
ISSUE STATUS: 47 Male NonSmoker
ISSUE DATE: December 27, 1982
FACE AMOUNT: \$1,689,070.00

TODAY'S DATE: 06/15/12
OPTION: Including Cash Value
MODAL PREMIUM: \$27,238.00
Quarterly
BEGINNING ACCT VALUE: \$58,075.74

END OF YEAR	DATE	AGE	PREMIUMS	ACCOUNT VALUE AT Current rate of 4.50%	CASH VALUE AT Current rate of 4.50%	CURRENT DEATH BENEFIT	LOAN AMOUNT
30	12/27/12	77	142,235.30	73,436.63	11,824.78	1,689,070	61,611.85
31	12/27/13	78	108,952.00	73,810.76	8,810.26	1,689,070	65,000.50
32	12/27/14	79	108,952.00	64,248.27	0.00	0.00	68,575.53

This is an illustration, not a contract.

The assumptions on which this illustration is based are subject to change, unless specifically labeled 'Guaranteed'.

This illustration assumes that the currently illustrated nonguaranteed elements will continue unchanged for all years shown.

This is not likely to occur, and actual results may be more or less favorable than those shown.

Heritage Union Life Insurance Company
1275 Sandusky Rd Jacksonville, IL 62650-2030
Illustration based on current interest rate of 4.50%

NAME: SIMON BERNSTEIN
POLICY NUMBER: 1009208
ISSUE STATUS: 47 Male NonSmoker
ISSUE DATE: December 27, 1982
FACE AMOUNT: \$1,689,070.00

TODAY'S DATE: 06/15/12
OPTION: Including Cash Value
MODAL PREMIUM: \$43,372.00
Quarterly
BEGINNING ACCT VALUE: \$58,075.74

END OF YEAR	DATE	AGE	PREMIUMS	ACCOUNT VALUE AT Current rate of 4.50%	CASH VALUE AT Current rate of 4.50%	CURRENT DEATH BENEFIT	LOAN AMOUNT
30	12/27/12	77	174,503.30	102,477.46	40,865.61	1,689,070	61,611.85
31	12/27/13	78	173,488.00	165,847.30	100,846.80	1,689,070	65,000.50
32	12/27/14	79	173,488.00	227,104.25	158,528.72	1,689,070	68,575.53
33	12/27/15	80	173,488.00	286,167.47	213,820.29	1,689,070	72,347.18
34	12/27/16	81	173,488.00	343,201.32	266,875.04	1,689,070	76,326.28
35	12/27/17	82	173,488.00	398,567.96	318,043.74	1,689,070	80,524.22
36	12/27/18	83	173,488.00	452,043.80	367,090.75	1,689,070	84,953.06
37	12/27/19	84	173,488.00	503,502.23	413,876.75	1,689,070	89,625.47
38	12/27/20	85	173,488.00	552,081.80	457,526.92	1,689,070	94,554.88
39	12/27/21	86	173,488.00	597,102.31	497,346.92	1,689,070	99,755.39
40	12/27/22	87	173,488.00	637,705.64	532,463.70	1,689,070	105,241.94
41	12/27/23	88	173,488.00	672,791.32	561,761.08	1,689,070	111,030.25
42	12/27/24	89	173,488.00	701,141.93	584,005.02	1,689,070	117,136.91
43	12/27/25	90	173,488.00	723,858.74	600,279.30	1,689,070	123,579.44
44	12/27/26	91	173,488.00	742,908.10	612,531.79	1,689,070	130,376.31
45	12/27/27	92	173,488.00	759,584.94	622,037.93	1,689,070	137,547.01
46	12/27/28	93	173,488.00	773,440.57	628,328.48	1,689,070	145,112.09
47	12/27/29	94	173,488.00	779,190.20	626,096.95	1,689,070	153,093.26
48	12/27/30	95	173,488.00	768,250.85	606,737.46	1,689,070	161,513.39
49	12/27/31	96	173,488.00	734,412.66	564,016.04	1,689,070	170,396.62
50	12/27/32	97	173,488.00	676,439.95	496,671.51	1,689,070	179,768.44
51	12/27/33	98	173,488.00	582,761.55	393,105.85	1,689,070	189,655.70
52	12/27/34	99	173,488.00	436,938.93	236,852.16	1,689,070	200,086.76
53	12/27/35	100	173,488.00	213,270.09	2,178.56	1,689,070	211,091.54

This is an illustration, not a contract.

The assumptions on which this illustration is based are subject to change, unless specifically labeled 'Guaranteed'.

This illustration assumes that the currently illustrated nonguaranteed elements will continue unchanged for all years shown.

This is not likely to occur, and actual results may be more or less favorable than those shown.

Heritage Union Life Insurance Company

PO Box 1147, Jacksonville, IL 62651-1147

Phone 800-825-0003 Fax 803-333-7842

Visit us at www.insurance-servicing.com

4926 C197-25

May 10, 2012

SIMON BERNSTEIN

C/O DIANA

FAX # 561-~~825-0833~~

C197-25

Insured Name: SIMON C/O DIANA BERNSTEIN

Policy Number: 1009208

Correspondence Number: 09652475

Dear SIMON BERNSTEIN:

Thank you for contacting Heritage Union Life Insurance Company.

Enclosed are copies of all of the forms and letters concerning the beneficiaries and owner of the policy. We do not have any copy of the trust documents on file.

If you have any questions, please call the Client Service Center at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

Client Services

Enclosure(s): Word Form

NO. 598 P. 1

MAY 10 2012 3:05PM

TS006475



1 OF APPLICATION TO

Capitol Bankers Life

CAPITOL BANKERS LIFE INSURANCE COMPANY

Home Office: Minneapolis, Minnesota

Administrative Office: 735 North Water St. P.O. Box 2818
Milwaukee, Wisconsin 53201 (414) 277-8998

(For an Annuity "Proposed Insured" means "Annuitant")

1009208

PERSONS TO BE INSURED (Print First Name, Middle Initial, Last Name)		Sex	Age	Birthdate	State of Birth	Ht.	Build	Wt.	Social Security Number
PROPOSED INSURED <u>SIMON BERNSTEIN</u>		<u>M</u>		<u>12/3/35</u>	<u>MICH</u>				<u>371-32-5241</u>
SPOUSE (if to be insured or Payor)									
DEPENDENT CHILDREN IF TO BE INSURED		NAME	Age	BIRTHDATE Mo. Day Yr.	NAME	Age	BIRTHDATE Mo. Day Yr.		
Residence Address <u>620 N. SHERIDAN RD.</u>					Employer <u>S.B. LEXINGTON, INC.</u>				
City <u>GLENCOE</u>		State <u>ILL.</u>		Zip <u>60022</u>	Business Address <u>9933 LAWLER</u>				
County		Telephone No.			Occupation <u>EXECUTIVE</u>				
Proposed insured will be owner of policy unless otherwise indicated.									
Owner's Name <u>First Arlington National Bank, Trustee</u>					Social Security Number				
Mailing Address <u>Of S.B. Lexington, Inc. Employee Death Benefit Trust</u>									
Relationship to Proposed Insured									

- | | | | | | |
|--|------------------------------|--|---|------------------------------|--|
| 1. Is this insurance intended to replace or modify any insurance or annuity now carried? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | 4. Ever participated in sky diving, skin diving, scuba diving, auto racing, mountain climbing or any avocation of a similar nature? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Are there any other applications now pending for Life or Health Insurance? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5. Had drivers license suspended or revoked? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Has any person to be covered: | | | Drivers license number | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Flown in past 3 years other than as a fare paying passenger or is such contemplated? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6. Do you now smoke cigarettes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | | | 7. If no, have you ever smoked cigarettes? | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | 8. If yes, when did you stop? | | |

LIFE INSURANCE OR ANNUITY APPLIED FOR:

Plan CVL
Amount \$2,000,000.
☐ Level Term for _____ Yr. \$ _____
☐ Reducing Term for _____ Yr. \$ _____
☐ Waiver of Premium ☐ G.P.O. _____ Units
☐ ADB ☐ Other

If available, automatic premium loan provision?

Yes ☒ No ☐

Premiums ☒ Ann. ☐ Qtr. ☐ List Bill ☐ Other
Payable ☐ S.A. ☐ PAC ☐ Allotment

Total insurance in force?

(If space is insufficient, enter under Remarks.)

Name of Company	Coverage (Life)	Amount of Acc. Death	Year of Issue
<u>INTER-OCEAN</u>	<u>1,000,000</u>		<u>80</u>

Beneficiaries: (Full names and relationship. If minor, give date of birth.) First Arlington National Bank, Trustee
Primary? Of S.B. Lexington, Inc. Employee Death
Contingent? Benefit Trust

Send Notices to* see below

☐ Proposed Insured at Address Above
☐ or to Owner at Address Above ☐ Business Address Above

Remarks/Amendments PLEASE SEND Premium Notices To: * S.B. Lexington, Inc. Employee Death Benefit Plan, c/o National Service Association
9933 Lawler Suite 210
Skokie, Illinois 60077

I represent that the statements and answers given in this application are true and complete to the best of my knowledge and belief. I understand and agree that insurance upon this application will not become effective (A) unless this application is accepted by the Insurance Company during my lifetime and the lifetime of each dependent listed above and (B) unless the first premium is paid in full during my lifetime and the lifetime of each dependent listed above.

ACKNOWLEDGEMENT AND AUTHORIZATION

I hereby acknowledge receipt of a notice titled "Notice to Applicants for Insurance" respecting the filing and distribution of medical information concerning myself and receipt of a notice respecting the Fair Credit Reporting Act. Public Law 91-508.

I hereby authorize any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company, the Medical Information Bureau or other organization, institution or person that has any records or knowledge of me or my health to give to the Capitol Bankers Life Insurance Company or its reinsurers any such information. A photographic copy of this authorization shall be as valid as the original.

Is there a replacement involved in this transaction? ☐ Yes ☒ No

Signed at CHICAGO, ILLINOIS

Signature of Proposed Insured [Signature]

Date 3/2/82



National Service Association

600 WEST JACKSON BVD. - SUITE 800 - CHICAGO, IL 60661 - (312) 903-0537

April 10, 1992

Sheldon Simon
S&S Bag & Burlap Company
1024 West Kinzie
Chicago, IL 60622

Dear Mr. Simon:

Please sign below to formally remove First of America Trust Company as
Trustee and to approve LaSalle National Bank as Successor Trustee.

Please fax immediately to: Sandy Kapsa
National Service Association
600 W. Jackson Boulevard, Suite 800
Chicago, IL 60661

Ms. Marcia Mueller
First of America Trust Company
120 W. State St., P.O. Box 1628
Rockford, IL 6110-0128

Re: S&S Bag & Burlap Company

Dear Ms. Mueller:

This serves as notification to remove First of America Trust Company as
our Trustee. The LaSalle National Bank is the Successor Trustee.
Please release our complete file and assets to:

LaSalle National Trust, N.A.
135 S. LaSalle Street
4th Floor
Chicago, IL 60603
Attention: Mr. William Kursar

Sincerely,

Title:

S&S Bag & Burlap Company



National Service Association

600 WEST JACKSON BLVD. SUITE 800 CHICAGO, IL 60606 (312) 993-0537
60606/

June 5, 1992

Terri Holfert
Capitol Bankers Life
205 E. Wisconsin Avenue
P.O. Box 2016
Milwaukee, WI 53201

Re: Change of Trustees
Simon Bernstein #1009208

Dear Terri:

Enclosed are copies of the removal of First of America Trust Company as trustee, and the appointing of the LaSalle National Trust, N.A. as Successor Trustee for Simon Bernstein/S.B. Lexington, Inc. policy at Capitol Bankers Life Insurance Company.

Please change all records to show LaSalle National Trust, N.A. as Trustee for the above policy.

I have also enclosed a letter from LaSalle National Trust, N.A. accepting the above cases.

If you need any additional information, please let me know.

Sincerely yours,


Sandy Kapsa

Enclosure(s)

JUN 09 1992

 Capitol Bankers Life

April 3, 1998

Capitol Bankers Life Insurance Company
Box 19191
Greenville SC 29602-9191
800-825-0003
FAX 864-609-4505

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON, FL 33496

RE: SIMON BERNSTEIN
Policy #1009208

Dear SIMON BERNSTEIN

The executed ownership change for the above mentioned policy
is as follows:

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON, FL 33496

Capitol Bankers Life Insurance Company is happy to be of service
to you. If we can be of any further assistance, please feel free
to contact our office at 1-800-825-0003.

Sincerely,
Capitol Bankers Life Insurance Company

DONNA HADLEY
Policyowner Service Department

cc: CAPITOL BANKERS LIFE INSURANCE Agent #0000735

04/03/88 FRI 10:23 FAX 1 312 0773

S.T.P.

002

03/30/88 11:22 312 819 0790
APR 27 '88 11:46PM LIBERTY INSURANCE SERVICES

SIP ENTERPRISES

002

P.2

Capitol Bankers LifeCapitol Bankers Life Insurance Company
Box 10131
Greenville, South Carolina 29603-0131
804-528-2142 @ 804-528-2031 @ FAX 804-528-4225**REQUEST LETTER**

Use this form to: change address, premium mode, name, beneficiary, or owner; request duplicate policy, surrender, or non-forfeiture option; effect release of interest.

Instructions

- A separate request form must be completed for each policy.
- Please print or type all information except signatures.
- If applicable, the term "insured" also means "annuitant," and the term "policy" also means "contract."

Required Signatures

- Owner must sign ALL requests.
- If policy is co-terminally assigned, assignee must sign if request number 8 is made.
- If beneficiary was designated without right of revocation, beneficiary must sign if request number 8 or 9 is made.
- If owner resides in a community property state, the spouse of the owner must sign if request number 4 is made.
- If owner is a partnership, each partner must sign if request number 8 or 9 is made.
- If owner is a corporation, only an authorized officer other than the insured may sign. A resolution of authorization by the corporation board of directors must be attached to this form if request number 8 or 9 is made.
- "Witness Signatures" and "Additional Required Signatures" apply to any and all requests within this form.

Insured Simon Bernstein / S.B. Lexington Policy Number 1009208
 Owner Lasalle National Trust Telephone Number of Owner (312) 904-2486
 Mailing Address of Owner 135 South Lasalle Street Chicago IL 60674
Number and State City State Zip Code

1. ☐ **ADDRESS CHANGE (Owner Only).** The "Mailing Address of Owner" indicated above is a change of address. Change policy records and send all future correspondence and notices to the new address.

2. ☐ **ADDRESS CHANGE (Other than Owner).**
 For ☐ Insured ☐ Assignee ☐ Payer (Billing Address) ☐ Other _____
 New Address: _____
Number and State City State Zip Code

3. ☐ **MODE OF PREMIUM PAYMENT CHANGE**
 Change Mode to: ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Pre-Authorized Check (attach complete authorization form and voided check)

NOTE: One of the premium due dates of the new mode must be a policy anniversary.

4. ☐ **BENEFICIARY CHANGE**
 I hereby revoke all previous beneficiary designations and settlement options for the above policy. The beneficiary shall be as shown below. The rights of the beneficiary will be subject to the rights of any assignee of record.

FULL NAME OF BENEFICIARY	RELATIONSHIP	% OF PROCEEDS
PRIMARY _____	_____	_____
CONTINGENT _____	_____	_____

Note: If beneficiary is being changed to a trust, give date of Trust Agreement: _____

5. ☐ **NAME CHANGE FOR:** ☐ Insured ☐ Owner
 From _____ to _____
Old Name New Name
 Reason for change: ☐ Marriage ☐ Divorce ☐ Other: _____
 (If the person whose name is to be changed is the policyowner, both the old and the new name must be signed at the bottom of this form on the line "Owner's Signature.")

6. ☒ **OWNERSHIP CHANGE - ABSOLUTE ASSIGNMENT.**
 For the value received, I hereby give all benefits, rights, and privileges incident to ownership of the above policy to:
 New Owner: Simon Bernstein Soc. Sec./Tax I.D. No. _____
 Mailing Address: 7020 Lions Head Boca Raton FL 33496
Number and State City State Zip Code

If ownership is being transferred to a trust, give date of Trust Agreement: _____

2-3 (REV 10)
88121

NO. 598 P. 6

MAY 10 2012 3:06PM

TS006480

01/03/98 FRI. 10:24 FAX 1 312 -- 9 0773
43/30/98 11:23 2712 -19 0780
PAG 27 98 01:47PM LIBERTY INSURANCE SERVICES

S.T.P.

STP ENTERPRISES

P.3

2003

7. ☐ **DUPLICATE POLICY** (GOOD OR BAD) or ☐ **CERTIFICATE OF INSURANCE** (GOOD OR BAD)
I hereby declare that the above policy was lost or destroyed under the following circumstances:

I agree that, upon issuance of a duplicate policy, the original policy will be null and void, and that, if the original is found, it will be promptly returned to the Company. I agree to hold Capital Business Life Insurance Agent my claim or request under an original policy.

8. ☐ **POLICY LOAN**

- ☐ I request a policy loan of \$ _____ or the Maximum Loan Value, if less.
☐ Variable Interest Rate ☐ Fixed Interest Rate
☐ I request a policy loan to pay premiums due:
☐ Variable Interest Rate ☐ Fixed Interest Rate
☐ I request the addition of the Automatic Premium Loan provision to my policy:
☐ Variable Interest Rate ☐ Fixed Interest Rate

Note that a Third Party Loan will can the cash value and loan amount at maturity. The to questions may cause premiums to increase.

A Variable Loan affects the value of the policy only upon death or surrender.

If the loan rule option is not specified, the loan will be processed under the loan rule provisions of the policy.

9. ☐ **POLICY SURRENDER**. I am requesting the policy. I request a full surrender.

INCOME TAX WITHHOLDING NOTICE AND ELECTION In 1982, Congress passed the Tax Reform and Fiscal Responsibility Act (TFRSA). This law requires that a tax of 10% be withheld from the taxable portion of certain life insurance payments you receive unless you decide not to have tax withheld. Withholding applies only to the taxable portion of the payment you receive and not to the cash payment. This is a taxable payment, which is subject to withholding, i.e. in general, equal to the amount of the amount you receive over the total tax amount which is considered to be your cost basis for such amount. In many instances, when a life insurance policy is surrendered for its cash value, there is no such excess.

Even if you decide not to have Federal income tax withheld, you can still elect for payment of Federal income tax on the taxable portion of this payment. You may be subject to tax penalties under the Estimated Tax Payment Rules if your payments of estimated tax are not withheld, if any, are not sufficient.

Even if you decide not to have Federal income tax withheld, you can still elect for payment of Federal income tax on the taxable portion of this payment. You may be subject to tax penalties under the Estimated Tax Payment Rules if your payments of estimated tax are not withheld, if any, are not sufficient.

PLEASE CHECK ONE BLOCK

- ☐ I have read the above notice and elect to have no income tax withheld.
☐ I have read the above notice and elect to have income tax withheld.

Resident Base _____
Social Security Number _____
If not completed properly we may be required to withhold from any withdrawal or your payment.

10. ☐ **OTHER**. Indicate every change not listed on this form, EXCEPT Addition of Riders, Reductions, Increase in Death Benefit, Changes in Plan, or Conversion.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT: I understand that this request is subject to the provisions and conditions of the above policy and that the Company may request additional information or impose additional requirements. I agree that my signature will apply to such request which has been checked on this form and further agree that no request which is not checked will be considered effective. I declare that the above policy is not pledged or assigned to any other person or corporation, except when stated in the request, and that a proceedings in bankruptcy are pending.

Signed at: Chicago, IL

3-31-98

Shirley D. Latta, Casualty Agent

Resident Agent, Illinois
I agree to pay in this form when received
Return this with payment to this office

MAY 10 2012 3:06PM

NO. 595

TS006481



JLY NOV 27 1995

S.D. Lexington, Inc.

600 WEST JACKSON BLVD. SUITE 800 - CHICAGO, IL 60661 - (312) 993-0014 - FAX (312) 993-0485

November 10, 1995

Capitol Bankers Life
Attn: Policyholder Services
735 North Water Street
Post Office Box 2016
Milwaukee, WI 53201

RE: Simon Bernstein
Policy # 1009208

To Whom It May Concern:

Enclosed please find a change of beneficiary form for the above mentioned policy. Please process this form effective immediately.

Also, please send me an endorsed copy of this form so I know that the change has been made.

Sincerely,

Patti Simosky

INSURANCE COUNSELORS WITH (IN-TEG-RITY)

NO. 598 P. 8

MAY 10 2012 3:06 PM

TS006482

Capitol Bankers Life

CAPITOL BANKERS LIFE INSURANCE COMPANY
615 North Water Street P.O. Box 2016
Madison, Wisconsin 53701
414.277.9984

REQUEST LETTER

JLY NOV 27 1995

TO: Capitol Bankers Life Insurance Co

Please comply with the request I have checked below in connection with Policy Number 1009208

Name of Insured SIMON BERNSTEIN

The Policy is not enclosed as instructed below
(is or is not)

☐ CHANGE MAIL ADDRESS TO (Do not send Policy)

(New Mail Address)

☐ POLICY LOAN (Do not send policy)

☐ I request a policy loan of \$ _____ or the maximum loan value, if less

☐ I request policy loan to pay current premium due.

☐ CHANGE OF OWNERSHIP FROM _____ to _____
(Print old owner name) (Print new owner name)

ADDRESS _____

☐ EXTENDED TERM INSURANCE (Do not send Policy)

I request that the Extended Term Insurance provision be operative as a nonforfeiture value, if available; and any election by me for application of the automatic premium loan provision now on file with the Company is hereby revoked

☐ AUTOMATIC PREMIUM LOAN (Do not send Policy)

Make the Automatic Premium Loan provision effective, if provided in the policy.

☐ PAID-UP INSURANCE (Send Policy)

I request that the Paid-Up Insurance provision be operative as a nonforfeiture value, if available

☐ CASH SURRENDER (Send Policy)

Pay all cash surrender equities to me and as consideration for such payment, I surrender my Policy.

☐ CHANGE OF NAME BY MARRIAGE OR OTHERWISE (Do not send Policy)

Change name of ☐ Insured ☐ Owner

From _____ to _____
(Print old name) (Print new name)

State reason for change: _____

(If the person whose name is to be changed is the policyholder both the old and the new name of the policyholder must be signed at the bottom of this request letter on the line "Personal Signature of Policyholder.")

☒ CHANGE BENEFICIARY AS FOLLOWS: (Do not send Policy)

Beneficiaries (Give full name, age, and relationship to Insured)

Primary (Payee at death of Insured)

LASALLE NATIONAL TRUST, N.A.

TRUSTEE

Successor (Substitute payee if no Primary payee living)

SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST DATED JUNE 21, 1995 TRUST

☐ OTHER REQUEST (Write request and send policy, if it is to be changed)

Agent

Date

11-7-95

Personal Signature of Old Owner, if Ownership Change

By: [Signature] LASALLE NATIONAL TRUST, N.A.

Agent

Date

Personal Signature of Policyholder (Owner)

PHS1 (1/79)

NOV 27 1995

MAY 10 2012 3:06PM

TS006483



Capitol Bankers Life

Capitol Bankers Life Insurance Company
Box 18181
Greenville, SC 29602-9191

803-322-3142 • 800-825-0003
FAX: 803-292-4005

November 14, 1995

LASALLE NATIONAL TRUST, N.A.
AS SUCCESSOR TRUSTEE
C/O NATIONAL SERVICE ASSOC.
600 W. JACKSON BLVD, SUITE 800
CHICAGO, IL 60661

RE: SIMON BERNSTEIN
Policy #1009208

Dear Sir/Madam:

I am writing this letter in response to your request. The above mentioned policy has been paid to November 27, 1995 by a premium loan.

The status of the loan is as follows:

Net Loan	\$5,139.05
Interest	\$66.46
Total Gross Loan	\$5,205.51

Total Outstanding Loan Balance to 27NOV1995: \$26,503.35

If the loan is not repaid by the next anniversary date, the cash value and face amounts will be reduced by the amount of the loan. The premium may increase so that the cash value will equal the policy face amount at the policy target age.

Capitol Bankers Life Insurance Company enjoys serving you. If you have any questions, feel free to contact our office at 1-800-825-0003.

Sincerely,

CBL Service Center

Member of the North American Life Assurance Company
Family of Companies



Capitol Bankers Life

November 27, 1995

Capitol Bankers Life Insurance Company
Box 18191
Greenville, SC 29602-9191

803-322-3142 • 800-825-0003
FAX: 803-292-4005

LASALLE NATIONAL TRUST, N.A.
AS SUCCESSOR TRUSTEE
C/O NATIONAL SERVICE ASSOC.
600 W. JACKSON BLVD, SUITE 800
CHICAGO, IL 60661

RE: SIMON BERNSTEIN
Policy #1009208

Dear Sir/Madam:

The executed beneficiary change for the above mentioned policy is as follows:

PRIMARY-LASALLE NATIONAL TRUST, N.A.
TRUSTEE
CONTINGENT-SIMON BERNSTEIN INS.
TRUST DATED 6/21/95.

This letter will serve as an endorsement to your policy.
PLEASE ATTACH THIS LETTER TO YOUR POLICY.

Capitol Bankers Life Insurance Company is happy to be of service to you. If we can be of any further assistance, please feel free to contact our office at 1-800-825-0003.

Sincerely,
CBL Service Center

A member of the North American Life Assurance Company
Family of Companies

NO. 598 P. 11

MAY 10 2012 3:06 PM

TS006485

PAMELA B. SIMON INSURANCE TRUST

PAMELA B. SIMON INSURANCE TRUST

I, PAMELA B. SIMON, transfer the assets described in the attached Schedule to the Trustee. These assets and any other assets that may be received by the Trustee shall be held in trust subject to the provisions of this instrument. This instrument and the trusts it establishes are irrevocable and are not subject to amendment or modification in any manner. I intend to divest myself entirely of all my incidents of ownership in insurance and assets from time to time held in this trust.

ARTICLE I

Original Trust

1.1 Ownership of Insurance. The Trustee shall have all incidents of ownership of every insurance policy held in trust, including without limitation the rights to pay premiums from trust income and principal, to exercise any option, election or privilege given under such policy, to change any beneficiary, to borrow any sums of money in accordance with the policy provisions, to use such policy as security for any loan or other purpose, to receive any dividends, earnings or other payments on such policy, to use dividends in any way permissible under such policy, including but not limited to the purchase of additional insurance or the payment of premiums, and to surrender such policy for the cash surrender value. Any instruments executed by the Trustee in connection with any insurance policy shall be binding upon the insurance company and upon every beneficiary.

1.2 Collection. After my death the Trustee shall take whatever action the Trustee considers best to collect the proceeds of any policy payable to the Trustee, but the Trustee need not incur expense or take legal proceedings unless indemnified. The Trustee may give a full discharge to any insurance company of its liability under a policy. In the event of forfeiture of any insurance policy for nonpayment of premiums, the Trustee shall collect the cash value of such policy.

1.3 Special Withdrawal Rights. I intend that contributions to the Original Trust shall qualify as gifts of present interests for federal gift tax purposes first to the extent of \$5,000 per year for my spouse and then to the maximum extent possible for my children. Therefore, my spouse and my children shall have certain withdrawal rights as described in Section 5.1.

1.4 Distributions During My Life. Subject to the provisions regarding the payment of premiums under Section 1.1 and the rights of withdrawal under Section 5.1, during my life the Trustee may distribute any part or all of the net income and principal of the Original Trust to any one or more of my spouse (the "primary beneficiary") and my descendants (whenever born) in equal or unequal shares as the Trustee from time to time considers advisable for the support in reasonable comfort, health care, education at any level, best interests and welfare of such beneficiaries; provided, however, that no distribution shall be made that would discharge my legal obligation to support any beneficiary. In exercising this discretion, the Trustee shall

give priority to the interests of my spouse. Any undistributed net income shall be added to the principal of the Original Trust at least annually.

1.5 Contingent Disposition. Notwithstanding any other provision, in the event proceeds of any life insurance policy on my life that are payable to the trust are includible in my gross estate as finally determined for federal estate tax purposes, the Trustee shall distribute such proceeds to the then acting Trustee of the PAMELA B. SIMON TRUST, previously established by written instrument, to be dealt with pursuant to its terms in effect at my death or, if such trust is not in existence at my death, the Trustee shall distribute such proceeds to my estate.

ARTICLE II

Family Trust

2.1 Creation. If my spouse survives me, upon my death the Trustee shall hold trust assets as the principal of the Family Trust for the benefit of my spouse (the "primary beneficiary") and my family.

2.2 Discretionary Distributions. The Trustee may distribute any part or all of the net income and principal of the Family Trust to any one or more of my spouse and my descendants (whenever born) in equal or unequal shares as the Trustee from time to time considers advisable for the support in reasonable comfort, health care, education at any level, best interests and welfare of such beneficiaries. In exercising this discretion, the Trustee shall give priority to the interests of my spouse. Any undistributed net income shall be added to the principal of the Family Trust at least annually.

2.3 Termination. Upon my spouse's death, the Trustee shall allocate the remaining Family Trust assets in shares *per stirpes* for my then living descendants, subject to the Descendant's Trust withholding provisions.

ARTICLE III

Descendant's Trusts

3.1 Gift to Descendants. If my spouse does not survive me, upon my death the Trustee shall allocate trust assets in shares *per stirpes* for my then living descendants, subject to the Descendant's Trust withholding provisions.

3.2 Withholding. Any share of any trust allocated for any descendant of mine shall be retained by the Trustee as the principal of a Descendant's Trust for such descendant (the "primary beneficiary") to be added to any Descendant's Trust then held for such beneficiary, or if none, to be retained as a separate Descendant's Trust.

3.3 Discretionary Distributions. The Trustee may distribute any part or all of the net income and principal of a Descendant's Trust to any one or more of the primary beneficiary of such Descendant's Trust and the descendants (whenever born) of such beneficiary, in equal or unequal shares as the Trustee from time to time considers advisable for the support in reasonable comfort, health care, education at any level, best interests and welfare of such beneficiaries. Any undistributed net income shall be added to the principal of such Descendant's Trust at least annually.

3.4 Right to Withdraw Principal. After the primary beneficiary of a Descendant's Trust has attained age 25, such beneficiary may withdraw any part or all of the principal of such trust, provided that such withdrawals do not exceed in the aggregate: one-third in value before such beneficiary has attained age 30, nor two-thirds in value before such beneficiary has attained age 35. Such rights of withdrawal shall be exercised by written instruments delivered to the Trustee during such beneficiary's lifetime. The "value" to which such fractions apply shall be the sum of:

- (a) The value of trust principal as of the time when such beneficiary first becomes entitled to request such fraction;
- (b) The value of any amounts withdrawn under this Section prior to such time, valued as of the date of withdrawal; and
- (c) The value of any additions to such Descendant's Trust after such time, valued as of the date of addition.

3.5 Termination. Upon the death of the primary beneficiary of a Descendant's Trust, the Trustee shall allocate the remaining assets of such trust, subject to the Descendant's Trust withholding provisions, in shares *per stirpes* for:

- (a) Such beneficiary's then living descendants, or if none;
- (b) The then living descendants of such beneficiary's nearest ancestor who has descendants then living and who was either my descendant or me.

3.6 Power to Appoint at Death. Notwithstanding any other provision of this Article, upon the death of the primary beneficiary of a Descendant's Trust such beneficiary may direct the Trustee to distribute any part or all of such trust's assets, in trust or otherwise, to or for the benefit of one or more of such beneficiary's spouse and descendants (whenever born), the spouses of such descendants and any one or more of the trusts under this instrument of which a descendant of mine is the primary beneficiary. Any such direction shall be made by Will making specific reference to this power.

ARTICLE IV

Trustee

4.1 Appointment of Trustee. , shall be the initial Trustee. If at any time the then acting individual Trustee named in this Section or designated pursuant to the next Section is unwilling or unable to act, , if he is then willing and able to act, shall become a Trustee. If no corporate Trustee is acting at my death, CONTINENTAL BANK, N.A., of Chicago, Illinois, or any successor to its trust business, shall become the corporate Trustee to act with the individual Trustee from time to time acting, or if none, as sole Trustee. All acting Trustees of any trust are collectively referred to as "the Trustee", all acting individual Trustees of any trust are collectively referred to as "the individual Trustee" and all individuals who are acting as independent Trustees of any trust are collectively referred to as "the independent individual Trustee". An "independent Trustee" of any trust is either a corporate Trustee or an individual who is not a beneficiary of such trust and has no legal obligation to support any beneficiary of such trust.

4.2 Individual Trustee May Designate Successor. Any individual Trustee of any trust may designate a successor Trustee for such trust by naming one or more qualified individuals or qualified corporations, in the alternative, as such Trustee's immediate successor. Any designation of a successor Trustee under this Section may be revoked by such individual Trustee at any time prior to such individual's ceasing to act as Trustee of such trust. Any such designation or revocation thereof shall be made by written notice to the other then acting Trustee of such trust, if any, and to the designees. No designation of a corporate successor shall become effective if a corporate Trustee is then acting, and no designation of any successor Trustee shall become effective if an individual who is willing and able to act is named in this instrument as a successor to the designating Trustee.

4.3 Addition of Independent Individual Trustee. If no independent Trustee of a trust is acting, the individual Trustee of such trust may appoint in writing a qualified individual who will be an independent Trustee as an additional Trustee of such trust to act with the other Trustee or Trustees from time to time acting, or if none, as sole Trustee. Notwithstanding any other provision, an independent individual Trustee appointed pursuant to this Section may not designate a successor Trustee.

4.4 Addition of Corporate Trustee. If no corporate Trustee of a trust is acting, the individual Trustee of such trust may appoint in writing a qualified corporation as corporate Trustee of such trust, to act with the individual Trustee from time to time acting, or if none, as sole Trustee.

4.5 Removal of Corporate Trustee. The independent individual Trustee of a Trust, if any, may remove the corporate Trustee of such trust for reasonable cause by written notice to such Trustee. Such removal shall become effective on the date on

which a written acceptance by the successor corporate Trustee appointed pursuant to this Article is delivered to the removed corporate Trustee.

4.6 Appointment of Successor Corporate Trustee. Whenever the corporate Trustee of any trust declines to act, resigns or is removed, the primary beneficiary, if any, otherwise a majority of the income beneficiaries of such trust, shall in writing appoint any qualified corporation as successor corporate Trustee of such trust.

4.7 Divorced Trustee. Any Trustee whose marriage to me is terminated by court decree (a "Divorced Trustee") is unable to act. Any individual Trustee designated by a Trustee who is unable to act because of this Section (including without limitation by a Divorced Trustee) shall also be unable to act. The preceding sentence shall not apply to any Trustee otherwise named, designated or appointed under this Article.

4.8 Deadlock. If the Trustees qualified to participate in an action or decision of the Trustees are evenly divided and a corporate Trustee so qualified is then acting, the individual Trustee so qualified shall control. If the Trustees qualified to participate in an action or decision of the Trustees are evenly divided and no corporate Trustee so qualified is then acting, the individual Trustee so qualified other than any independent individual Trustee shall control. Any Trustee who is not qualified to participate in or who dissents from such action or decision shall not be liable therefor.

4.9 Investment Advisor. When there are two or more Trustees of a trust, one of which is a corporate Trustee, the individual Trustee of such trust may appoint one or more investment advisors who regularly offer investment counselling services to act as "Advisor" as to any part or all of the assets of such trust. Such individual Trustee is authorized to retain and discharge such Advisors and determine the extent of each such Advisor's investment responsibility. The corporate Trustee shall not have any investment responsibility for any part of the assets of such trust to the extent investment responsibility for such part has been given to such an Advisor and shall not be liable for any exercise or non-exercise of the investment responsibility given to such an Advisor. The corporate Trustee shall have no obligation to review or inquire into any such Advisor's exercise or non-exercise of such Advisor's investment responsibility. With respect to any period during which the corporate Trustee's duties and responsibilities have been reduced pursuant to this Section, the corporate Trustee shall lower its fee to a level commensurate with its reduced duties and responsibilities, and its refusal to do so shall constitute reasonable cause for removal of such corporate Trustee.

ARTICLE V

Miscellaneous

5.1 Withdrawal Rights.

(a) **General Rights.** With respect to any direct or indirect contribution (including insurance premium payments) to the Original Trust, such of my spouse and my children as are living at the time of such contribution shall have the right to withdraw from the aggregate principal from time to time of all trusts created under this instrument, regardless of whether such trusts were in existence at the time of such contribution, amounts not exceeding the amount of such contribution; provided, however, that the aggregate rights of withdrawal granted to my spouse in any calendar year shall not exceed \$5,000 and that the aggregate rights of withdrawal granted to any child of mine in any calendar year shall not exceed the largest amount that then qualifies for the annual per donee exclusion allowed for federal gift tax purposes under section 2503 of the Code, assuming that a split gift election will be made if the donor was married at the time of the contribution. If the cumulative amount of such contributions at any time during a calendar year is less than the sum of such maximum withdrawal amounts for such year, then the maximum withdrawal amounts of my children shall abate pro rata until fully abated to zero, and thereafter the maximum withdrawal amount of my spouse shall abate. A right of withdrawal shall be deemed to be granted pursuant to this Section 5.1 on the date of the contribution giving rise to such right.

(b) **Notice of Rights.** Each beneficiary who is granted a right of withdrawal under this Section is entitled to notice of such right and of any subsequent change in such right. If at the time of notice such beneficiary is under a legal disability, notice shall be given to the personal representative of such beneficiary, or if none, to a parent of such beneficiary, but while a beneficiary is under a legal disability, rights of withdrawal may be exercised only by such beneficiary's personal representative. Notwithstanding any other provision, such notice shall state the following:

- (1) the amount of such beneficiary's maximum annual withdrawal rights;
- (2) the procedure for ascertaining the actual amount subject to withdrawal in any given year; and
- (3) the time and manner in which such annual rights may be exercised, provided however, that the time period during which such annual rights may be exercised shall not in any event be less than 60 days.

The Trustee shall give the notice required by this Section to each individual entitled thereto no later than 30 days after any of the following events: (1) the first contribution giving rise to a given beneficiary's right of withdrawal under this Section; (2) the modification of such right pursuant to subsection (e) of this Section; (3) the removal of a legal disability if notice was previously given to such beneficiary's parent or personal

representative; and (4) the appointment of a substitute legal representative for such beneficiary.

(c) **Exercise of Rights.** A right of withdrawal granted pursuant to this Section may be exercised only by written instrument delivered to the Trustee after such right of withdrawal is granted but before termination of such right under this Section. If more than one Descendant's Trust is in existence when a right of withdrawal is exercised, each such Descendant's Trust shall contribute that portion of the total amount required to satisfy such exercise as the primary beneficiary of such trust would receive if such total amount were distributed in shares *per stirpes* to my then living descendants.

(d) **Termination of Rights.** On April 1 of each year, rights of withdrawal held by an individual that were granted in preceding calendar years that have not already terminated before such April 1 shall terminate to the extent of the greater of \$5,000 or 5 percent of the then value of the trust assets out of which, or the proceeds of which, the exercise of such rights of withdrawal could be satisfied, which shall include all then trust assets, including those added after any such withdrawal rights were granted.

(e) **Change in Rights.** A donor who contributes assets to the Original Trust shall have the right, by a written instrument delivered to the Trustee at the time of such contribution, (1) to exclude any individual who would otherwise have a right of withdrawal from having such right with respect to such contribution; (2) to increase or decrease the amount of any right of withdrawal that would otherwise be granted to any individual by reason of such contribution, except that the aggregate amount of such rights of withdrawal so granted as a result of such contribution shall not exceed the amount of such contribution; and (3) to change the period during which any right of withdrawal granted by reason of such contribution may be exercised.

(f) **No Distributions.** Notwithstanding any other provision, the Trustee shall make no distribution to a beneficiary from a trust (other than a terminating distribution to a Descendant's Trust), a beneficiary shall have no right to exercise a power of appointment over any trust, and a primary beneficiary of a Descendant's Trust shall have no right to withdraw from such trust pursuant to Section 3.4, to the extent that after such distribution, appointment or withdrawal, the remaining principal of such trust would be insufficient to satisfy its share of all outstanding rights of withdrawal granted under this Section if such rights were exercised.

(g) **Trustee Liability.** Any decisions made in good faith by the Trustee in carrying out these directions shall not be subject to review, and the Trustee shall be held harmless from any cost or liability as to such decisions.

5.2 Standards for Discretionary Distributions. Except as otherwise provided, in exercising discretion granted to the Trustee to make distributions from any trust to a beneficiary of such trust, the Trustee may consider:

(a) the accustomed manner of living from time to time of such beneficiary;

(b) all other income and assets known to the Trustee to be available to such beneficiary;

(c) the desirability of depleting income and assets that will be subject to greater estate, generation-skipping or other transfer taxes at such beneficiary's death; and

(d) any other factors the Trustee deems pertinent.

5.3 Failure of Beneficiaries. Except as otherwise provided, if at any time a trust has no surviving beneficiary, then the remaining principal and undistributed income of such trust shall be distributed as follows: (a) if I have a spouse, such assets shall be divided into two parts of substantially equal value, and one such part shall be distributed to my heirs, and one such part shall be distributed to such spouse's heirs, such heirs and their shares to be determined pursuant to Illinois law then in effect as if my spouse and I had each died unmarried and intestate at that time; or (b) if I do not have a spouse, such assets shall be distributed to my heirs, such heirs and their shares to be determined pursuant to Illinois law then in effect as if I had died intestate at that time. Notwithstanding any other provision, for purposes of this Section my "spouse" means the individual to whom I was legally married and not legally separated from at my death, or if I was not legally married at my death or if I am living at the time a distribution is to be made under this Section, the last person to whom I was legally married, provided that at the time of such person's death I was legally married to, and not then legally separated from, such person.

5.4 Special Assets. Any securities or other interests in . (or any business entity that shall succeed to its business or assets) are "Special Assets". The Trustee is expressly authorized to retain any Special Assets that may from time to time be a part of the principal of any trust, notwithstanding that such Special Assets may constitute a large part or all of the principal of such trust and may therefore lack the diversification or productivity ordinarily considered prudent for trust investments. No Trustee shall be disqualified from holding office or accepting remuneration with respect to Special Assets, or from purchasing or selling Special Assets, or voting Special Assets in favor of such Trustee.

5.5 Child and Descendant. A "child" or "descendant" means a child or descendant born of a lawful marriage; any person lawfully adopted prior to attaining age 21 shall be deemed "born of a lawful marriage". Except where distribution is directed to descendants "*per stirpes*", the word "descendants" includes descendants of every degree whether or not a parent or more remote ancestor of a descendant is also living.

5.6 Administrative Provisions. I incorporate by reference the Administrative Provisions attached to this instrument on this date.

Signed and agreed on MARCH 1, 199~~3~~⁴, and the Trustee acknowledges acceptance of the trust and receipt of the assets described in the attached Schedule.



PAMELA B. SIMON, Grantor

Heritage Union Life Insurance Company

P.O. Box 1600, Jacksonville, IL 62651

Phone 800-825-0003 Fax 803-333-4936

Visit us at www.insurance-servicing.com

November 29, 2012

LASALLE NATIONAL TRUST N.A
C/O ROBERT SPALLINA, ATTORNEY AT LAW
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431

Handwritten: B-EE 803 333 4936

Insured Name: SIMON BERNSTEIN

Policy Number: 1009208

Correspondence Number: 09801925

Dear Trustee:

We are writing to remind you that we have not received the previously requested items necessary to proceed with our review of the pending claim on the above referenced policy. The required items are:

- The enclosed Claimant Statement completed and **signed by the named beneficiary**. If the beneficiary has had a change in name, we require a copy of the applicable marriage license, divorce decree or similar legal documents.
- Trust Documentation – Please provide a copy of the trust agreement and any amendment(s), including the signature page(s). We will also require the Trustee Certification section of the claim form to be completed by all trustees. Please use the trust's name when completing the Claimant Information section.

Please review Page 1 of the Claimant Statement which also explains other documents that may be required. Providing the Claimant Statement is not an admission of liability on the part of the Company.

We will promptly review and evaluate the claim upon receipt of the required documents. If you have any questions, please call our office at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

V02091806

Sincerely,

D. Henderson
Claims Services

Enclosure(s): IL Department of Insurance Notification
Life Claimant Statement No RAA

The Illinois Department of Insurance requires us to put the following notices on our letters to you.

- Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at 100 W. Randolph Street, Suite 15-100, Chicago, Illinois 60601 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767.

CLAIMANT STATEMENT

Heritage Union Life Insurance Company

Mailing Address
P.O. Box 1600
Jacksonville, IL 62651-1600

Proof of Loss

Part I

INSTRUCTIONS

The following items are required for all claims:

- ☐ An original **certified death certificate** showing the cause of death. Photocopies are not acceptable.
- ☐ The original policy or, if unavailable, an explanation provided in Decedent Information section, space 5 of this form.
- ☐ **This claim form completed and signed by the claimant(s).**

If the policy has been in force for less than two years during the lifetime of the Insured or if the policy has been reinstated within two years of the Insured's death, then we may perform a routine inquiry into the answers on the application for the policy or reinstatement application of the lapsed policy.

If the death occurred outside of the United States, we will require a Report of the Death of an American Citizen Abroad.

Special Instructions and additional requirements may apply.

- **If the beneficiary is the Estate of the Insured**, we will also require evidence of the court approved legal representative over the Estate. Please provide the Tax ID number of the Estate of the Insured.
- **If the beneficiary is a trust**, we will also require a copy of the trust agreement and any amendments, including the signature page(s). Please note the Trustee Certification section of the claim form will also need to be completed by all trustees. Please use the trust's name when completing the Claimant Information section of the claim form and provide the Tax ID number of the trust.
- **If the beneficiary is a minor**, we will require evidence of court appointed guardianship of the Minor's Estate.
- **If the policy is collaterally assigned**, we will require a letter from the collateral assignee stating the balance due under the collateral assignment. If the collateral assignee is a corporation, please include a copy of the corporate resolution verifying who is authorized to sign on behalf of the corporation.
- **If the primary beneficiary(ies) is (are) deceased**, we will require a death certificate for each deceased beneficiary.
- **If the policy has a split dollar agreement associated with it**, we will require a copy of said agreement.
- **If the policy is subject to a Viatical or a Life Settlement transaction**, and if the beneficiary is a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider or an individual or entity which invested in this policy as a viatical or life settlement, please complete questions 19 and 30.

Other requirements may be needed depending on the individual facts of the claim. The company will advise you if other documentation is required.

CLAIMANT STATEMENT

FRAUD INFORMATION

For Residents of Alaska, Arizona, Nebraska, New Hampshire and Oregon: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

For Residents of California: For your protection California law requires the following notice to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

For Residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For Residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For Residents of Kentucky, Ohio and Pennsylvania: Any person who knowingly & with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime & subjects such person to criminal and civil penalties.

For Residents of Maine, Tennessee and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For Residents of Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

For Residents of New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

For Residents of New Mexico: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For Residents of New York: Please see the Signature section of this form.

For Residents of Puerto Rico: Any person who, knowingly and with intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

For Residents of All Other States: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CLAIMANT STATEMENT

DECEDENT INFORMATION

1. Name of Deceased (Last, First Middle)		2. Last 4 digits of Deceased's Social Security No:	
3. If the Deceased was known by any other names, such as maiden name, hyphenated name, nickname, derivative form of first and/or middle name or an alias, please provide them below.			
4. Policy Number(s)		5. If policy is lost or not available, please explain:	
6. Deceased's Date of Death	7. Cause of Death	8. <input type="checkbox"/> Natural <input type="checkbox"/> Accidental <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending	

CLAIMANT INFORMATION

9. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.			
10. Street Address	11. City	12. State and Zip	13. Daytime Phone Number
14. Date of Birth	15. Social Security or Tax ID Number	16. Relationship to Deceased	
17. I am filing this claim as: <input type="checkbox"/> an individual who is named as a beneficiary under the policy <input type="checkbox"/> a Trustee of a Trust which is named as a beneficiary under the policy <input type="checkbox"/> an Executor of Estate which is named as a beneficiary under the policy <input type="checkbox"/> Other			
18. Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" please list country of citizenship			
19. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement?			<input type="checkbox"/> Yes <input type="checkbox"/> No

CLAIMANT INFORMATION (to be completed by 2nd claimant, if any)

20. Claimant Name (Last, First, Middle). If trust, please list trust name and complete Trustee Certification section.			
21. Street Address	22. City	23. State and Zip	24. Daytime Phone Number
25. Date of Birth	26. Social Security or Tax ID Number	27. Relationship to Deceased	
28. I am filing this claim as: <input type="checkbox"/> an individual who is named as a beneficiary under the policy <input type="checkbox"/> a Trustee of a Trust which is named as a beneficiary under the policy <input type="checkbox"/> an Executor of Estate which is named as a beneficiary under the policy <input type="checkbox"/> Other			
29. Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" please list country of citizenship			
30. Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement?			<input type="checkbox"/> Yes <input type="checkbox"/> No

YOUR SIGNATURE IS REQUIRED ON THE NEXT PAGE.

CLAIMANT STATEMENT

SETTLEMENT OPTIONS

The policy may contain one or more settlement options, such as Interest Payments, Installments for a Specified Amount, Life Annuity, Life Annuity with Period Certain, and/or Joint Life and Survivorship Annuity. You may choose to receive a lump sum payment or another settlement option available in the policy under which a claim is made. For more information, refer to the optional methods of policy settlement provision in the policy or contact us at the mailing address noted on the front of the claim form.

If you wish to select a settlement option, please indicate your settlement selection by name (not by number) on the line below after you have carefully reviewed the options available in the policy. Availability of settlement options are subject to the terms of the policy. If you do not choose a settlement option, we will send a lump sum settlement to you.

Name of Settlement Option from Policy

Important Information About the USA PATRIOT Act

To help fight the funding of terrorism and money-laundering activities, the U.S. government has passed the USA PATRIOT Act, which requires banks, including our processing agent bank, to obtain, verify and record information that identifies persons who engage in certain transactions with or through a bank. This means that we will need to verify the name, residential or street address (no P.O. Boxes), date of birth and social security number or other tax identification number of all account owners.

SUBSTITUTE FOR IRS FORM W-9

This information is being collected on this form versus IRS form W-9 and will be used for supplying information to the Internal Revenue Service (IRS). Under penalty of perjury, I certify that 1) the tax ID number above is correct (or I am waiting for a number to be issued to me), 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a U.S. person (including a U.S. resident alien). Please cross through item 2 if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGNATURES

I/We do hereby make claim to said insurance, declare that the answers recorded above are complete and true, and agree that the furnishing of this and any supplemental forms do not constitute an admission by the Company that there was any insurance in force on the life in question, nor a waiver of its rights or defenses.

For Residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For Residents of All Other States: See the Fraud Information section of this claim form.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of Claimant and Title

Date

Signature of Second Claimant, if any, and Title

Date

CLAIMANT STATEMENT

TRUSTEE CERTIFICATION

TRUSTEE CERTIFICATION (to be completed only if trust is claiming proceeds)

COMPLETE THIS SECTION ONLY IF A TRUST IS CLAIMING BENEFITS.

Please include a copy of the trust agreement, including the signature page(s) and any amendments.

I/We, the undersigned trustee(s), represent and warrant that the copy of the trust agreement, which we will provide you pursuant to this certification, is a true and exact copy of said agreement, that said agreement is in full force and effect, and that we have the authority to make this certification.

Generation Skipping Transfer Tax Information - THIS MUST BE COMPLETED FOR PAYMENT

I/We the undersigned, on oath, deposes and states as follows with respect to the possible application of the Generation Skipping Transfer (GST) tax to the death benefit payment (Mark the appropriate item):

- ☐ 1. The GST tax does not apply because the death benefit is not included in the decedent's estate for federal estate tax purposes.
- ☐ 2. The GST tax does not apply because the GST tax exemption will offset the GST tax.
- ☐ 3. The GST tax does not apply because at least one of the trust beneficiaries is not a "skipped" person.
- ☐ 4. The GST tax does not apply because of the reasons set forth in the attached document (Please attach document setting forth the reasons why you believe the GST tax does not apply.)
- ☐ 5. The GST tax may apply. As a result, the death benefit payment IS subject to withholding of the applicable GST tax. Enclosed is the completed Schedule R-1 (Form 706) for submission to the Internal Revenue Service.

Name of Trust

Date of Trust Agreement

Date of all Amendments

Trust Tax ID Number

Printed Name of Trustee(s)

Signature(s)

a _____

b _____

c _____

d _____

Insurance Servicing Center
Attention: Claims Department
P.O. BOX 1600
JACKSONVILLE IL 62651-1600

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

FILED LAW DIVISION
2013 APR -5 AM 11:45
DOROTHY SHOWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

SIMON BERNSTEIN IRREVOCABLE
INSURANCE TRUST DTD 6/21/95

Plaintiff

v.

HERITAGE UNION LIFE INSURANCE
COMPANY, a Minnesota corporation

Defendant.

Case No.

2013 APR 5 PM 1:11
DOROTHY SHOWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

COMPLAINT AT LAW

NOW COMES Plaintiff, SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95, ("BERNSTEIN TRUST" or "Plaintiff"), by its attorney, Adam M. Simon and complaining of Defendant, HERITAGE UNION LIFE INSURANCE COMPANY, a Minnesota corporation (" HERITAGE") and states as follows:

COUNT I

BREACH OF CONTRACT

1. At all relevant times, the BERNSTEIN TRUST was a common law trust established in Chicago, Illinois by the settlor, SIMON L. BERNSTEIN, and was formed pursuant to the laws of the state of Illinois.
2. Ted S. Bernstein is the Trustee of the BERNSTEIN TRUST.
3. At all relevant times, the BERNSTEIN TRUST was a beneficiary of a life insurance policy insuring the life of Simon L. Bernstein, and issued as policy number 1009208 (the "Policy").

4. The Policy was originally purchased by the S.B. Lexington, Inc. 501(c)(9) VEBA Trust (the "VEBA") from Capital Bankers Life Insurance Company ("CBLIC") and was delivered to the original owner in Chicago, Illinois on or about December 27, 1982.

5. At the time of issuance and delivery of the Policy in 1982, CBLIC was an insurance company licensed and doing business in the State of Illinois, and the insured, Simon L. Bernstein, was a resident of the state of Illinois.

6. HERITAGE subsequently assumed the Policy from Capital Bankers and thus became the successor to CBLIC as "Insurer" under the Policy.

7. In 1995, the VEBA, as owner of the Policy, executed a beneficiary change form naming LaSalle National Trust, N.A., as Trustee of the VEBA, as primary beneficiary of the Policy, and the BERNSTEIN TRUST as the contingent beneficiary.

8. S.B. Lexington, Inc. and the VEBA were voluntarily dissolved on or about April 3, 1998.

9. Upon the dissolution of the VEBA in 1998, the Policy ownership was assigned and transferred from the VEBA to Simon L. Bernstein, individually.

10. At the time of his death, Simon L. Bernstein was the owner of the Policy, and the BERNSTEIN TRUST was the sole surviving beneficiary under the Policy.

11. The insured under the Policy, Simon L. Bernstein, passed away on September 13, 2012, and on that date the Policy remained in force.

12. Following Simon L. Bernstein's death, the BERNSTEIN TRUST, by and through its counsel in Palm Beach County, FL, submitted a death claim to HERITAGE under the Policy including Simon L. Bernstein's death certificate and other documentation.

13. The Policy, by its terms, obligates HERITAGE to pay the death benefits to the beneficiary of the Policy upon HERITAGE'S receipt of due proof of the Insured's death.

14. HERITAGE has breached its obligations under the Policy by refusing and failing to pay the Policy's death benefits to the BERNSTEIN TRUST as beneficiary of the Policy despite HERITAGE'S receipt of due proof of the Insured's death.

15. Despite the BERNSTEIN TRUST'S demands HERITAGE has not paid out the death benefits on the Policy to the BERNSTEIN TRUST.

16. As a direct result of HERITAGE's refusal and failure to pay the death benefits to the BERNSTEIN TRUST pursuant to the Policy, Plaintiff has been damaged in an amount equal to the death benefits of the Policy plus interest, an amount which exceeds \$1,000,000.00.

WHEREFORE, PLAINTIFF, SIMON BERNSTEIN IRREVOCABLE INSURANCE TRUST dtd 6/21/95, prays for a judgment to be entered in its favor and against Defendant, HERITAGE UNION LIFE INSURANCE COMPANY, for an amount in excess of \$1,000,000.00 plus costs and reasonable attorneys' fees together with such further relief as this court may deem just and proper.

RESPECTFULLY SUBMITTED,

Attorney For Plaintiff

Adam M. Simon
The Simon Law Firm
303 E. Wacker Drive
Ste. 210
Chicago, IL 60601
(312) 819-0730
Firm. No. 34436

VERIFICATION OF DAMAGES

Adam M. Simon, an attorney, certifies that he reasonably believes that the damages incurred by Plaintiff as a result of the occurrence described in the attached complaint exceed \$1,000,000.00.

Adam M. Simon

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Saturday, March 16, 2013 5:26 PM
To: Robert Spallina
Cc: Pam Simon; David (Scooter) Simon; lisa.friedstein@gmail.com; Donald Tescher; Jill Iantoni
Subject: RE: Simon Bernstein Trust - Policy #1009208

Robert > Pam, Scooter, Jill, Lisa and I will be discussing several related issues over the weekend. I think one of my previous emails asked you to hold off doing anything concerning the life insurance policy after a specific date. Please continue to work with the insurance company on our behalf.

Thank you,

Ted

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, March 15, 2013 1:30 PM
To: Ted Bernstein
Cc: Pam Simon; David (Scooter) Simon; lisa.friedstein@gmail.com; Donald Tescher; Jill Iantoni
Subject: RE: Simon Bernstein Trust - Policy #1009208

Ted – please respond to Jill’s inquiry. There still seems to be some confusion on what the course of action is despite our conversations last Friday and Monday this week, and the emails I forwarded from the carrier last Friday and yesterday.

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Friday, March 15, 2013 1:11 PM
To: Robert Spallina
Cc: Pam Simon; David (Scooter) Simon; Ted Bernstein; lisa.friedstein@gmail.com; Donald Tescher
Subject: Re: Simon Bernstein Trust - Policy #1009208

Robert,

what do you mean in your email that we will be using your trust account? Are you referring to where the proceeds get paid out?

Thank you,

Jill

On Fri, Mar 15, 2013 at 11:03 AM, Robert Spallina <rspallina@tescherspallina.com> wrote:

All - The carrier is in control of things at this point. When title/beneficiary designation is cleared then we can discuss venue. Having said that, we have had discussions with Ted on Friday last week and Monday of this

week and he would like for things to continue as discussed here in Palm Beach County and using our trust account.

Ted - please confirm by reply email our conversation regarding the above and your desire to have us continue handling this matter until resolution in light of the email you sent us last Wednesday night on behalf of you and your siblings.

Regards,

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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From: Pam Simon [<mailto:pambsimon@icloud.com>]
Sent: Friday, March 15, 2013 9:09 AM
To: David (Scooter) Simon
Cc: Robert Spallina; Ted Bernstein; Jill Iantoni; lisa.friedstein@gmail.com

Subject: Re: Simon Bernstein Trust - Policy #1009208

Ok - who decides this?

On Mar 15, 2013, at 8:04 AM, "David (Scooter) Simon" <dsimon@stpcorp.com> wrote:

My only concern is forum. We should make sure we pick the venue for an inter pleader action.
Lets also decide a time frame for the carrier.

On Mar 15, 2013, at 7:07 AM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

There is a break in title and beneficiary designation prior to getting where the confirmation letters state where we are today - Si as owner and the trust as beneficiary. They do not want to name every owner and beneficiary in a pleading and inter plead the funds as it will be costly and timely for them and everyone involved. Let's hope they are able to piece it together.

Sent from my iPhone

On Mar 15, 2013, at 7:59 AM, "Ted Bernstein" <tbernstein@lifeinsuranceconcepts.com> wrote:

Robert > Do we know exactly what he is trying to accomplish? If we know that, maybe we can be more helpful.

From: Pam Simon [<mailto:pambsimon@icloud.com>]
Sent: Thursday, March 14, 2013 10:35 PM
To: Robert Spallina
Cc: Ted Bernstein; Jill Iantoni; lisa.friedstein@gmail.com; dsimon@stpcorp.com
Subject: Re: Simon Bernstein Trust - Policy #1009208

Is this after you sent the info scooter sent you Robert? Thx

On Mar 14, 2013, at 3:01 PM, Robert Spallina
<rspallina@tescherspallina.com> wrote:

FYI – this is from legal on the status of their search
to clear up title on the policy

From: Welling, Scott
[<mailto:scott.welling@jackson.com>]
Sent: Thursday, March 14, 2013 1:10 PM
To: Robert Spallina
Subject: RE: Simon Bernstein Trust - Policy
#1009208

Hey Bob,

Haven't forgotten about you. Am out tomorrow but
will touch base early next week. So far we have not
found much that is helpful.

From: Robert Spallina
[<mailto:rspallina@tescherspallina.com>]
Sent: Wednesday, March 06, 2013 5:32 PM
To: Welling, Scott
Subject: Simon Bernstein Trust - Policy #1009208

Scott – I understand you are out of the office until
tomorrow. We sent this to you previously and in
error addressed it to the wrong email address. We
would like to file this on Monday so if you could
take a few minutes to review it would be greatly
appreciated. We have not attached a copy of the
Order but it will obviously be in the form of the
relief requested.

Thanks,

Robert L. Spallina, Esq.

TESCHER & SPALLINA, P.A.

4855 Technology Way, Suite 720

Boca Raton, Florida 33431

Telephone: 561-997-7008

Facsimile: 561-997-7308

E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, March 11, 2013 6:40 PM
To: Robert Spallina
Subject: RE: Bernstein Jewelry

On conf call, will call later. Jewelry being appraised by independent jewelry appraiser, referred by client of mine in jewelry business. The guy who did the home inventory did not have expertise in jewelry. You can certainly tell Jill this and I will tell her later, as well...

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Monday, March 11, 2013 6:19 PM
To: Ted Bernstein
Subject: FW: Bernstein Jewelry

This was an Eliot issue...now it's a Jill issue? BTW – we never received anything from either of Jill or Lisa who supposedly sent the documents on Thursday before we discussed the carrier issues on Friday.

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Monday, March 11, 2013 6:10 PM
To: Robert Spallina
Cc: Jill Iantoni
Subject: Re: Bernstein Jewelry

You do not have what? The old or new appraisals? Second to last conversation, you asked Ted to bring the jewelry to you that day and that you were going to get the appraisals done. Did you do that? Do you have the jewelry?

Jill

On Mon, Mar 11, 2013 at 1:21 PM, Robert Spallina <rspallina@tescherspallina.com> wrote:

I do not have them...I believe Ted does

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Monday, March 11, 2013 2:03 PM
To: Robert Spallina
Cc: Jill Iantoni
Subject: Bernstein Jewelry

Hi Robert,

Hi Robert,

If you can please email me the appraisal's for the jewelry.

Thank you,

Jill

Robert Spallina

From: usdc_ecf_ilnd@ilnd.uscourts.gov
Sent: Tuesday, October 08, 2013 5:22 PM
To: ecfmail_ilnd@ilnd.uscourts.gov
Subject: Activity in Case 1:13-cv-03643 Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company notice of motion

This is an automatic e-mail message generated by the CM/ECF system. Please **DO NOT RESPOND** to this e-mail because the mail box is unattended.

*****NOTE TO PUBLIC ACCESS USERS***** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

United States District Court

Northern District of Illinois - CM/ECF LIVE, Ver 5.1.1

Notice of Electronic Filing

The following transaction was entered by Marks, Alexander on 10/8/2013 at 4:21 PM CDT and filed on 10/8/2013

Case Name: Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company
Case Number: 1:13-cv-03643
Filer: Heritage Union Life Insurance Company
Document Number: 42

Docket Text:

NOTICE of Motion by Alexander David Marks for presentment of motion to substitute party[41] before Honorable Amy J. St. Eve on 10/16/2013 at 01:00 PM. (Marks, Alexander)

1:13-cv-03643 Notice has been electronically mailed to:

Adam Michael Simon asimon@chicago-law.com

Alexander David Marks amarks@burkelaw.com, jpowell@burkelaw.com, sclement@burkelaw.com

Eliot Bernstein iviewit@iviewit.tv

Eliot Ivan Bernstein iviewit@iviewit.tv

Frederic A. Mendelsohn fmendelsohn@burkelaw.com, jpowell@burkelaw.com, smichaels@burkelaw.com

1:13-cv-03643 Notice has been delivered by other means to:

Eliot Ivan Bernstein

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1040059490 [Date=10/8/2013] [FileNumber=12184982-0] [7197ba5518cc7e9d3e8a87899c7106838a47bc2eda29cfcfc8ad89c2402e6c85a92aee168b0b94328842bb2ded7719d67aedbdf7b13e89bffafca76ac80fdaed]]

Robert Spallina

From: usdc_ecf_ilnd@ilnd.uscourts.gov
Sent: Tuesday, October 08, 2013 5:18 PM
To: ecfmail_ilnd@ilnd.uscourts.gov
Subject: Activity in Case 1:13-cv-03643 Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company motion to substitute party

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United States District Court

Northern District of Illinois - CM/ECF LIVE, Ver 5.1.1

Notice of Electronic Filing

The following transaction was entered by Marks, Alexander on 10/8/2013 at 4:17 PM CDT and filed on 10/8/2013

Case Name: Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company
Case Number: 1:13-cv-03643
Filer: Heritage Union Life Insurance Company
Document Number: 41

Docket Text:
MOTION by Defendant Heritage Union Life Insurance Company to substitute party (Marks, Alexander)

1:13-cv-03643 Notice has been electronically mailed to:

Adam Michael Simon asimon@chicago-law.com

Alexander David Marks amarks@burkelaw.com, jpowell@burkelaw.com, sclement@burkelaw.com

Eliot Bernstein iviewit@iviewit.tv

Eliot Ivan Bernstein iviewit@iviewit.tv

Frederic A. Mendelsohn fmendelsohn@burkelaw.com, jpowell@burkelaw.com, smichaels@burkelaw.com

1:13-cv-03643 Notice has been delivered by other means to:

Eliot Ivan Bernstein

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1040059490 [Date=10/8/2013] [FileNumber=12184920-0] [411c10150ec7c5ad04caeb85fad236b76f786cc419ac1e512c9e424dd01e0551244db36ce63f648566b781111646ab6ad0aa4b34fddf3897579a5bd4a47b7738]]

Robert Spallina

From: usdc_ecf_ilnd@ilnd.uscourts.gov
Sent: Monday, September 30, 2013 11:49 AM
To: ecfmail_ilnd@ilnd.uscourts.gov
Subject: Activity in Case 1:13-cv-03643 Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company mailed

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United States District Court

Northern District of Illinois - CM/ECF LIVE, Ver 5.1.1

Notice of Electronic Filing

The following transaction was entered on 9/30/2013 at 10:48 AM CDT and filed on 9/30/2013

Case Name: Simon Bernstein Irrevocable Insurance Trust Dtd 6/21/95 v. Heritage Union Life Insurance Company
Case Number: 1:13-cv-03643
Filer:
Document Number: No document attached

Docket Text:

MAILED Copy of Minute Order dated 9/30/2013 to Eliot Bernstein. (gel,)

1:13-cv-03643 Notice has been electronically mailed to:

Adam Michael Simon asimon@chicago-law.com

Alexander David Marks amarks@burkelaw.com, jpowell@burkelaw.com, sclement@burkelaw.com


Eliot Bernstein iviewit@iviewit.tv

Eliot Ivan Bernstein iviewit@iviewit.tv

Frederic A. Mendelsohn fmendelsohn@burkelaw.com, jpowell@burkelaw.com, smichaels@burkelaw.com

1:13-cv-03643 Notice has been delivered by other means to:

Eliot Ivan Bernstein



Heritage Union Life Insurance Company

PO Box 1147, Jacksonville, IL 62651-1147

Phone 800-825-0003 Fax 803-333-7842

Visit us at www.insurance-servicing.com

February 3, 2012

SIMON BERNSTEIN
7020 LIONS HEAD
BOCA RATON, FL 33496

Insured Name: SIMON BERNSTEIN
Policy Number: 1009208
Correspondence Number: 09577998

Dear Simon Bernstein:

Thank you for contacting Heritage Union Life Insurance Company. As requested, a Request for Change of Beneficiary Form is enclosed.

Our records indicate the following beneficiary designation:

Primary Beneficiary/Beneficiaries:	LASALLE NATIONAL TRUST, N.A.
Contingent Beneficiary/Beneficiaries:	SIMON BERNSTEIN TRUST, N.A.

The *policyowner* is to complete the Request for Change of Beneficiary Form by naming their choice of primary and contingent beneficiaries and providing all of the requested information, as well as, their signature(s) on the Signature Page.

For the protection of both parties, if the owner resides in a Community Property State, we request the owner's spouse join in signing and dating the form. If the owner resides in CA, ID, NV or WA the owner's spouse must sign and date the form and if there has been a dissolution of marriage through divorce or death, please provide us with a copy of the divorce decree or death certificate. The divorce decree must clearly state to whom the policy was awarded.

For other requirements, such as if you are naming a Trust as a primary beneficiary, refer to the Instructions - Request for Change of Beneficiary Form which is also enclosed.

If you have any questions, please call the Client Service Center at 800-825-0003, Monday through Friday from 7:30 AM to 4:30 PM Central Standard Time.

Sincerely,

Client Services

Enclosure(s): Request For Change of Beneficiary Form
Instructions-Change of Beneficiary Form

Heritage Union Life Insurance Company

800-825-0003

REQUEST FOR CHANGE OF BENEFICIARY FORM

Policy Number: 10092208

Insured: SIMON BERNSTEIN

• **Faxes Will Be Accepted**

• **Do Not Send Policy with this Form**

Policy owner: SIMON BERNSTEIN

Complete form by typing or printing using ink. Any alterations to the form must be initialed by the owner. The form must be signed and dated within the past six months. Separate requests must be submitted for multiple policies. If more than two beneficiaries are requested, a separate page or copy of this form may be submitted which contains the policy number, the information regarding the beneficiary, the owner's signature(s) and the date signed. If more than one beneficiary is named, state the exact manner in which they are to share in the proceeds by using percentages. The percentages must equal 100%. Review the attached additional instructions if: the policy owner is a trust or a corporation, you are changing the beneficiary to a trust or corporation, the policy owner name has changed, or if you reside in a community property state.

PRIMARY:

1) _____
Name Date of Birth Relationship SS# or TIN# %

Address _____

2) _____
Name Date of Birth Relationship SS# or TIN# %

Address _____

CONTINGENT:

1) _____
Name Date of Birth Relationship SS# or TIN# %

Address _____

2) _____
Name Date of Birth Relationship SS# or TIN# %

Address _____

Policies subject to Viatical / Life Settlement transaction – Is any individual/entity listed on this form as beneficiary, a viatical settlement provider, a life settlement provider, the receiver or conservator of a viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement?

☐ Yes ☐ No

I (we) as the policyowner(s) hereby consent to the above designations and revoke all previous beneficiary designations. The effective date of this revocation and change, upon being filed and recorded with the Company, will take effect as of the date the form was signed, unless the policy has been terminated, surrendered, or had a claim filed and/or processed against it before this revocation and change is received by the Company.

Print Name of Policy Owner Signature of Policy Owner Date

Print Name of Policy Co-owner (if applicable) Signature of Policy Co-Owner (if applicable) Date

Spousal Signature (See additional Instructions attached) Date Irrevocable Beneficiary Signature (if applicable) Date

Date _____

Signature of Notary Official, if applicable Notary seal/stamp. If the owner's signature has changed over the years please have the signature notarized)

Heritage Union Life Insurance Company

800-825-0003

INSTRUCTIONS

REQUEST FOR CHANGE OF BENEFICIARY FORM

- **Faxes Will Be Accepted**
- **Do Not Send Policy with this Form**

Additional Instructions for Completing Change of Beneficiary Form

1. **Name Change:** In the case of name change, we require legal proof of the change such as Marriage Certificate, Divorce Decree, Drivers License, Social Security Card, Court Order or Federal ID card.
2. **Beneficiary Designations:** Be sure to state full names, and relationships ("Mary Doe, wife of the insured" or "Jane and Jim Doe, children of the insured.") Avoid listing only a relationship as the beneficiary (for instance, "spouse of the insured" or "children of the insured").
3. **If naming a Trust,** please include the full name of the Trust, including the Date of the Trust, the Tax ID Number and a copy of Trust. If you do not wish to provide us with a copy of the entire Trust, please provide us with the portions of the Trust document that designate:
 - The name of the Trust
 - The name of the Trustee(s)
 - The date of the Trust
 - Signature(s) of Trustee(s)
 - In the event the trustee has changed since the original designation with our Company, provide us with any letters of resignation and/or letter of acceptance of the new trustees.
4. **If policy is corporately owned,** an officer of the Corporation, **other than the Insured,** must sign on behalf of the Corporation, indicating their corporate title. Please submit legal documentation listing the currently authorized signers for the company. This information should be on company letterhead or be a copy of the corporate minutes. Also the Tax ID number for the Corporation must be provided.
5. **Policies subject to Viatical / Life Settlement transaction** – Are you or any individual/entity named as beneficiary a viatical settlement provider, life settlement provider, the receiver or conservator of a viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider; or an individual or entity which invested in this policy as a viatical or life settlement? If so, please check the appropriate box on the Change of Beneficiary form.
6. **Spousal Signature:** For the protection of both parties, if the owner resides in a Community Property State, we request that the owner's spouse join in signing and dating this form. If the owner resides in CA, ID, NV or WA the owner's spouse must sign and date this form and if there has been a dissolution of marriage due to divorce or death, please provide us with a copy of the divorce decree or death certificate. The divorce decree must clearly state to whom the policy was awarded.

Examples Of Typical Beneficiary Designations

1. **Minor Children** should not be named as beneficiary since proceeds cannot be made payable to minors. If a beneficiary is a minor at the time proceeds are payable, we will require court documentation of the appointment of a Guardian of the Minor's Estate.
2. **Multiple Beneficiaries:** John H. Doe, Father 75%; Mary E. Doe, Mother 15%; and Jane Doe, Sister 10%. Percentages must equal 100%.
3. **Trust Beneficiary:** The exact name of trust Trust trustees names as trustee(s) under written trust agreement dated , Tax ID #
4. **Partnership Beneficiary:** Smith, Jones and Brown, a partnership consisting of John A. Smith, William Jones and Henry Brown.
5. **Common Disaster Clause:** Mary E. Doe, Wife, if living on the day after the death of the Insured; otherwise to John Doe, Son, and Jane Doe, Daughter, equally or the survivor.
6. **Irrevocable Beneficiary:** Mary E. Doe, Wife, Without Reserving the Right to Change the Beneficiary. (If this type of designation is made, the consent of such beneficiary or beneficiaries will be required to exercise a subsequent right or privilege under said policy, including the right to designate a new beneficiary.)
7. **Estate as Beneficiary:** The estate of John H. Doe, Insured.
8. **Funeral Home Beneficiary:** If you reside in a state other than New York or Texas, you may name a funeral home as beneficiary under a life insurance policy or annuity contract except for policies or contracts used to fund pre-need funeral contracts. If naming a funeral home as beneficiary, please include the exact name of the funeral home and the phrase "as their interest may appear." Please be aware that if the funeral home's interest is less than the death proceeds and they are listed as the only beneficiary, they are under no obligation to give any remaining funds to your family or estate. We recommend that you still name a trusted family member or friend as contingent beneficiary.

For life insurance policies or annuity contracts that are used to fund pre-need funeral contracts, different requirements apply and states may prohibit you from naming a funeral home as beneficiary. Please seek legal advice before naming a funeral home as beneficiary under this type of life insurance policy or annuity contract.
9. The relationship of the proposed beneficiary to the person whose life is insured is needed for the purpose of identification. If no relationship exists, please furnish other information that will serve to identify the beneficiary.

18 JUL 01 2004

EquityLine(R) Account Agreement

Date of Agreement: 6/8/2004 Account Number: 65038475190001

Borrowers Names: SHIRLEY BERNSTEIN

Borrowers Names: SIMON L BERNSTEIN

Borrowers Names:

Borrowers Names:

Borrowers Names:

Borrowers Names:

Borrowers Names:

Borrowers Names:

Mailing Address: LIONS
7020 LIONS HEAD LN, BOCA RATON, FL 33496

Property Address: 7020 LIONS HEAD LANE, BOCA RATON, FL 33496

Credit Line Limit: 521,000.00

Account Maturity Date: 7/4/2014

In this Agreement, "I", "me" and "my" (which also means "we", "us" and "our" if more than one borrower signs this Agreement) refer to each person who signs the EquityLine(R) Account Agreement (the "Agreement"). The words "you", "your" and "Bank" refer to Wells Fargo Bank N.A.

MY ACCOUNT AND CREDIT LINE

My EquityLine(R) Account is a variable rate revolving line of credit ("Line of Credit") (the "Account"). My Credit limit is set forth above. My Account will have both a Draw Period and Repayment Period as follows:

Draw Period and Maturity Date

This is the period during which I may take advances on my Line of Credit is 10 years from the Date of Agreement (the "Draw Period"). As I take advances on my Account, including my available credit will be my Credit Line Limit less the sum of all unpaid advances. As I repay the principal balance I owe, my available credit will be replenished. I agree not to request an advance that would cause my aggregate balance to exceed my Credit Line Limit. If I do so exceed, I agree to immediately repay the amount that is in excess. This amount will be due on the next billing statement. At the end of the Draw Period, I may request that the Bank renew my Account for an additional 10 years or similarly, the Bank may, at its option extend the Draw Period of my Account for an additional 10 years, both subject to the Bank's standard underwriting process. In the event my Account is not renewed, my ability to request advances will stop at the end of the Draw Period, and my unpaid loan balance, together with any unpaid finance charges and other charges, shall be payable to Bank in full on the maturity date shown above.

PROPERTY SECURING ACCOUNT

To protect you, this Account is secured by a Mortgage/Deed of Trust which is dated 6/8/2004 on the Property described herein above. Except for the Mortgage/Deed of Trust covering my residential real property, my Account is not secured by any personal or other real property, regardless of any other agreements I may have with the Bank.

SB
SW

FINANCE CHARGES ON MY ACCOUNT

1. Periodic FINANCE CHARGE:

FINANCE CHARGES begin to accrue on amounts advanced on the date each advance is made. I will be charged a FINANCE CHARGE on the unpaid balance of my Account at the end of each day at a variable Daily Periodic Rate. The variable Daily Periodic FINANCE CHARGE Rate is equal to $1/365$ (1/366, during leap years) of an annual rate of -0.500% (the "margin" or "spread") plus the "Index Rate". The Index Rate is the Wall Street Journal Prime Rate (Western Edition) as published in the "Money Rates" section on the last business day of the prior whole calendar month. The variable Daily Periodic FINANCE CHARGE Rate may increase from billing cycle to billing cycle if the Index Rate increases. The initial variable Daily Periodic FINANCE CHARGE Rate is 0.00956284%. This corresponds to an initial ANNUAL PERCENTAGE RATE of 3.5 %. The variable Daily Periodic FINANCE CHARGE Rate on my Account will be adjusted on the first day of every billing cycle, using the Index Rate published on the last business day prior whole calendar month. I understand that any increase may cause me to make larger monthly payments. The ANNUAL PERCENTAGE RATE does not include any charges other than interest. Unless I chose to pay a Line of Credit Rate Cap Buydown, the ANNUAL PERCENTAGE RATE on my Account will never be more than 12 %.

☒ If this box is checked, there is a Minimum ANNUAL PERCENTAGE RATE on my Account. The ANNUAL PERCENTAGE RATE on the Account will never be less than 3.24 % (the "Floor Rate"). If the ANNUAL PERCENTAGE RATE set forth above is LESS than 3.24 % then the actual daily periodic rate in effect as of the Date of this Agreement is 0.00885246 which corresponds to an ANNUAL PERCENTAGE RATE of 3.24 %.

☒ If this box is checked, I have chosen to make Automatic Payments and received a discount for making this choice. I have chosen to have my Minimum Monthly Payments plus the Annual fees and Overlimit amounts automatically deducted from the following Wells Fargo Bank Account No. _____ held at Wells Fargo Bank N.A. or any other affiliate of yours. I understand that the ANNUAL PERCENTAGE RATE on my Account described above was based on a discount you gave me for this authorization for automatic payments from a deposit account with you or your affiliate. If the automatic payments are terminated for any reason by anyone, the spread or margin set forth herein above used to calculate the rate of FINANCE CHARGE on my Account will increase by .25% effective the next business day after the automatic payments are terminated. I will receive 15 days advance notification of this change on my periodic statement.

2. Other FINANCE CHARGES

I agree to pay the following fees to you as a condition to the opening of my Account:

(A) Origination Fee (COLLECTION DEFERRED)

☒ If this box is checked, I agree to pay U.S. \$500.00 origination fee. The Bank has agreed to defer the collection of this fee. This fee will be due and payable in full at any time within the first 3 years of my Account if I close my Account (for any reason other than default, casualty loss, refinancing with you or your affiliate or termination by the Bank). After 3 years, the Bank will waive this amount without any further action required on my part.

(B) Line of Credit Rate Buydown Fee (Optional)

☒ If this box is checked, I agree to pay U.S. \$500.00 to the Bank to receive a N/A % reduction of the periodic FINANCE CHARGE on my Account. This reduction has been reflected in the margin or spread disclosed in section Periodic FINANCE CHARGE, above.

(C) Line of Credit Rate Cap Buydown (Optional)

☒ If this box is checked, I agree to pay U.S. \$500.00 to the Bank to receive a reduced maximum ANNUAL PERCENTAGE RATE on my account ("Line of Credit Rate Cap") equal to no more than N/A % plus the initial ANNUAL PERCENTAGE RATE 3.5 % for a lower maximum ANNUAL PERCENTAGE RATE of N/A % on my Account.

SB

[Signature]

(D) Origination Fee (COLLECTED AT ACCOUNT OPENING):

☒ N/A If this box is checked, I agree to pay an Origination Fee collected at the opening of my Account in the amount of U.S. \$ N/A.

(E) Points

☒ N/A If this box is checked, I agree to pay Points collected at the opening of my Account in the amount of U.S. \$ N/A.

(F) Processing Fee (COLLECTED AT ACCOUNT OPENING):

☒ N/A If this box is checked, I agree to pay a Processing Fee collected at the opening of my Account in the amount of U.S. \$ N/A.

CHARGES AND COSTS DUE UPON SIGNING THIS AGREEMENT

When I sign the Agreement, I agree to pay the Bank the charges and costs set forth herein and as described on the HUD Settlement Statement provided to me at the opening of my Account.

MY ACCOUNT PAYMENTS

1. Minimum Monthly Payments during the Draw Period.

My Payments during the Draw Period:

During the Draw Period and Repayment Period my Minimum Monthly Payment shall be in accordance with the payment option checked below:

☐ A payment equal to the greater of U.S. \$100.00 or 1.5% of my unpaid Account balance (and credit insurance premiums, if any).

☒ A payment equal to the Finance Charge (and credit insurance premiums, if any) owing.

☐ A payment equal to U.S. \$ (and credit insurance premiums, if any) owing.

My Minimum Monthly Payment during the Draw Period shall be calculated on the date my monthly billing statement is prepared and will be due on the date shown on the monthly billing statement.

Making the Minimum Monthly Payment may result in a balloon payment being due at the Maturity Date.

2. My Total Payment Due on Account During the Draw Period

To make all required payments on my account, I will receive monthly billing statements from the Bank. The Ending Balance shown on my billing statement is the total of all unpaid obligations which have been posted to my Account as of the date of the statement, including advances, FINANCE CHARGES, Late Charges, other charges and fees. I can pay either the Ending Balance in full or in monthly installments, but I must pay at least the amount of the Total Payment Due, as shown on my billing statement by the Date Due. The Total Payment Due consists of my Minimum Monthly Payment together with all past due amounts, overlimit amounts and all other charges then due. Depending on my chosen method of payment, the Bank will each month during the Draw Period:

☒ Provide me with a bill stating the Total Payment Due.

SB
JR

☒ Automatically charge my Wells Fargo Bank deposit account separately for the Minimum Monthly Payment due plus any Annual Fee due. If there is an overlimit amount on my Account, you will include the overlimit amount in my automatic payment. If this account does not have enough money in it to make the automatic payment(s) you may, but are not required to, advance the necessary amounts from the Account to make the payments. However, if I have past due amounts on my Account, you will bill me for all payment amounts due and not use an automatic payment to collect these amounts (Any other charges due must be paid separately and you may charge this Account for these other charges, if not paid timely).

☐ Automatically charge my account with another institution (under the terms of a separate written (ACH) automatic transfer authorization) separately for the Minimum Monthly Payment due plus any Annual Fee. If there is an overlimit amount on my account, you will include the overlimit amount in my automatic payment. However, if I have past due amounts on my Account, you will bill me for all payment amounts due and not use an automatic payment to collect these amounts. (Any other charge due must be paid separately).

3. Total Payment Due Date

My preference for the monthly due dates for my Total Payment Due, including all payments, charges and other amounts on my Account, which may be set for any date between the 1st and the 28th day of each and every month, is 4 during the Draw Period. If I do not specify a date, the Bank may establish a due date for which is approximately 30 days from the date that I have signed this Agreement and continuing on the same day of each month thereafter.

ADVANCES

Advances requested by me hereunder, if within my available Credit Line Limit and otherwise consistent with the terms of this Agreement, shall be considered obligatory. While my Account is not in default, closed, or suspended, I may borrow money through my account by (a) writing a special check or draft which the Bank has provided to me, (b) requesting an advance in person at any Bank branch, (c) requesting an advance by phone, and (d) obtaining a cash withdrawal or transferring funds by using my Wells Fargo ATM Card or Wells Fargo ATM & Check Card, if offered by the Bank and I select such service, or in other ways the Bank authorizes from time to time. The Bank is authorized to make an advance from my Account when it receives a request given by any person who has signed the Agreement. However, if there are conflicting demands made by any of us who signed the Agreement, the Bank has the option to refuse to make any advance that has not been requested by all of us together. I will not request any advance for which there is not sufficient available credit in my Account, or which would violate any law. Each advance I request will be in the amount of \$300.00 or greater. I understand that the Bank may refuse to pay any advance if it does not comply with every requirement of the Agreement. However, the Bank may choose at its sole discretion to make an advance that does not comply. The Bank may pay any advances in any sequence convenient to the Bank.

FEES, COSTS AND CHARGES

In addition to the FINANCE CHARGE, I agree to pay the following non-refundable Fees, Costs and Charges, which will be owed once charged to my Account.

1. Annual Fee

Each year my Account is open, whether or not I use it, a \$75.00 non-refundable Annual Fee will be charged to my Account. At your option, this fee may be waived the first year and billed in the second year and each year on the monthly billing statement prepared in my Anniversary month.



2. Late Charge

If my scheduled payment is more than 10 days past due, I will pay a Late Charge equal to the greater of 5% of the scheduled payment or five (\$5.00) dollars.

3. Other Charges

I agree to pay the following fees if I request, authorize or use these additional services on my Account:

- (a) **Fax Fee:** If I request or authorize others to request any document or letter to be transmitted by facsimile (Fax) machine, the Bank will charge me a fee in the amount U.S. \$10.00.
- (b) **Research Fee and Photocopy Fee:** If, for any purpose other than a billing error inquiry, I request or authorize someone to request that the Bank research my Account or provide photocopies of Account documents, the Bank will charge me a fee in the amount of U.S. \$5.00 per photocopy.
- (c) **Reconveyance or Satisfaction Fee:** Reconveyance and satisfaction fees will be charged as allowed by the law of the state where the property is located.
- (d) **Stop payment Fee:** If I request that the Bank stop payment on a draft I have used to advance on my Line of Credit, the Bank will charge me a fee of \$25.00.
- (e) **Return Check Fee:** If I make a payment with a check that is dishonored for any reason, the Bank will charge me a fee of \$25.00.

COLLECTION COSTS, ATTORNEYS FEES

If I am in default, and to the extent not prohibited by applicable law, I will pay the Bank's collection costs, attorneys' fees and other expenses of enforcing the Bank's rights under the Agreement and the Mortgage/Deed of Trust on the Property.

MY PROMISE TO PAY

I promise to pay the Bank the total of all advances which I make or which I authorize to be made from my Account. I promise to pay the total of any FINANCE CHARGE, plus all amounts past due, and any Late Charges, fees, other charges and other obligations charged to my Account under the Agreement or the Security Mortgage/Deed of Trust. My payments will be made at the Bank's address for receiving a payment, as indicated on my payment coupon and billing statement, unless another payment method is authorized by the Bank. Payments received at that address on any business day will be credited to my Account as of the date received. Each payment will be accompanied by my completed payment coupon. I will not make payment or authorize others to make payment for me by means of a single aggregated payment, which includes payments for this Account and any other account(s), unless the payment is made in compliance with the Bank's requirements for multiple account payments.

The Bank may accept late payments, partial payments, post-dated checks, or any form of payment containing a restrictive endorsement, without losing any of the Bank's rights under the Agreement. The Bank's acceptance of checks or money orders labeled "payment in full", or words to that effect, will not constitute an accord and satisfaction nor waiver of any rights the Bank has to receive full payment. I understand that such payments will not discharge my full debt. The Bank may, at its discretion, withhold a portion of the available credit on my Account up to the amount of any payments in order to assure that my check or other payment instrument is honored.

REEVALUATION OF CREDIT QUALIFICATIONS AND CREDIT REPORTS

My signature on the Agreement authorizes the Bank to obtain credit information about me, including credit bureau reports, at any time. Such credit bureau reports may be requested or used in connection with (a) renewal or extension of the Agreement, (b) review of my Account, (c) taking any collection action, or (d) any other legitimate purposes associated with my Account. Upon my request, I will be informed whether the Bank obtained a credit bureau report and, if so, the name and address of the credit bureau that furnished the report. I agree to submit current financial information to the Bank upon the Bank's request. The Bank may reexamine my credit qualifications at any time. The Bank may report its experience with me and my Account to others, to the extent not prohibited by law.

A handwritten signature in dark ink, appearing to be "fu SB", is written over the bottom right portion of the page.

REINSTATEMENT OF CREDIT PRIVILEGES

I will receive a written notice if the Bank suspends or freezes my Account or reduces my Credit Line Limit. The notice will include the reason(s) for such action(s). Thereafter, if I wish to reinstate my Account or increase my Account or increase my Credit Limit, I agree to send a written request to the Bank at the address specified on my monthly billing statement, signed by all of the Borrowers, along with satisfactory evidence to the Bank that the reason(s) for suspension or reduction of my Account no longer exist(s). I also agree to provide the Bank promptly with any additional information necessary to support my request.

AGREEMENT TO PROVIDE INSURANCE

I have agreed to provide insurance on the Property as more particularly described in the Agreement to Provide Insurance that I signed on the same date of the Agreement.

PAYOFF BALANCE INFORMATION

The Bank will tell me the balance required on any given day to pay off my Account in full, if I so request. If such request is made on my behalf by an escrow holder, the Bank will immediately freeze my Account. While my Account is frozen, I cannot receive new advances and the Bank will return unpaid any advances checks the Bank receives and refuse to honor any advance request made on my Account. This payoff freeze will be lifted and my Account reopened if the request for Payoff balance information is withdrawn and the Bank has received written confirmation from the escrow holder or other settlement agent that the escrow or other settlement has been cancelled.

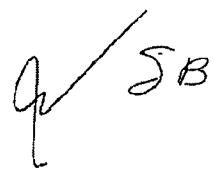
DEFAULT

I will be in default if (a) I fail to meet the repayment terms of the Agreement for any outstanding balance, or (b) there is fraud or material misrepresentation by me in connection with the Agreement, or (c) any action or inaction by me adversely affects the Bank's security in the Property, including without limitation, transfer of the Property without the Bank's consent, failure to maintain required insurance or pay required taxes, or the death of any person who has signed the Agreement.

If I am in default, the Bank, subject to applicable law, may do any or all of the following: (a) close my Account immediately, without notice; (b) return to the payee without paying any outstanding advance checks drawn on my Account and refuse to honor any other advance request made on my Account; and (c) require immediate payment of the entire balance of my Account, and, if I fail to pay, exercise the Bank's rights under the Security Mortgage/Deed of Trust the property which may result in the loss of the Property. If I am in default, the method of determining the Daily Periodic FINANCE CHARGE Rate will remain as described in the Agreement. The Bank and I agree that notwithstanding any other provision of the Agreement or the Security Mortgage/Deed of Trust, the Bank will have the right to terminate or suspend my Account to the extent permitted by applicable law.

CLOSURE OR SUSPENSION OF ACCOUNT

Any Borrower can pay in full and close the Account, or simply terminate the advance feature, at any time, by sending a signed letter to the Bank making such request that the Account be closed, or simply terminate the advance feature. To reactivate the Account, the Bank will require all Borrowers to sign such written request. The Bank may suspend the use of my Account and temporarily close my Account to future advances for any reason permitted by applicable law, including without limitation, (a) if the annualized Daily Periodic FINANCE CHARGE Rate equals or exceeds the Maximum Annual Percentage Rate stated herein, (b) there is any material change in my financial circumstances that the Bank reasonably believes will make me unable to fulfill my repayment obligations under the Agreement, (c) the value of the Property declines significantly below its original appraised value, as determined by the Bank, (d) my failure to comply with any material obligation under the Agreement or the Security Mortgage/Deed of Trust, (e) a regulatory authority has notified the Bank that continued advances would constitute an unsafe and unsound business practice, or (f) government action prevents the Bank from imposing the Annual Percentage Rate provided for in the Agreement or impairs the Bank's security interest, such that the value of the security interest is less than 120 percent of the Credit Line Limit. In the event of a suspension of my Account, the Bank is authorized to obtain such information as may be required by the Bank, including without limitation, credit reports and appraisals of the Property, to evaluate any request by me to reinstate the Account. I authorize the Bank to bill the cost of obtaining such additional information to my Account. If my Account is closed or suspended for any reason, the Bank may return to the payee without paying any outstanding advance checks drawn on my Account and refuse to honor any other advance request made on my Account. I will continue to be responsible for full payment of the balance of my Account as well as all other Account obligations, according to the terms of the Agreement.

A handwritten signature, possibly 'J. B.', is written in the bottom right corner of the page.

FURTHER ASSURANCES

I agree that I will take any steps, including but not limited to, signing, filing or recording any documents, which are necessary or which the Bank deems appropriate, to be sure that my obligations to the Bank under the Agreement become and continue to be secured by the Mortgage/Deed of Trust covering the Property.

FUTURE ADVANCES

The Bank may from time to time in its sole discretion, approve additional credit for me under the terms of this Agreement. I will receive written notice from the Bank of such offer to increase my Credit Line Limit. I may accept such offer of increased credit by my use of those additional funds without signing any additional documents. All such increased credit amounts will be governed by the terms and conditions of this Agreement and will be secured by the Mortgage/Deed of Trust which secures this Agreement.

CHANGE IN RESIDENCE OR OWNERSHIP OF THE PROPERTY

I agree to notify the Bank immediately if (a) if the Property is my primary residence and I cease to live in the Property my primary residence, or (b) there is change in ownership of the Property. I agree that my Account shall be closed and that the entire outstanding balance of my Account shall be due and payable immediately on any sale or other transfer of the Property. In this regard, I understand that if the Account is secured by a Deed of Trust, the Deed of Trust contains the following or substantially similar provision: Upon sale, transfer, hypothecation, assignment or encumbrance, where voluntary, involuntary, or by operation of law, of all or any part of the Subject Property or any interest therein, then at its sole option Beneficiary or Lender may, by written notice to Trustor (or Grantor), declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration for and in such particular circumstances where exercise of such a right by Beneficiary is prohibited by law. If the Account is secured by a Mortgage contains the following, or substantially similar provision: Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Subject Property or any interest therein, then its sole option Mortgagee may, by written notice to Mortgagor, declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration for and in such particular circumstances where exercise of such a right by Mortgagee is prohibited by law.

CHANGE IN TERMS

I agree that the Bank may make certain changes to the terms of this Agreement at specified times or upon the occurrence of specified events. The Bank may make insignificant changes, such as changes in the address for payments, billing cycle dates, payment due dates, day of the month on which index values are determined, index or interest rate rounding rules, and balance computation method (if the change produces an insignificant difference in the interest I pay). The Bank may also make changes that will benefit me, such as additional options or a temporary reduction in rates or fees. In accordance with the federal law, the Bank may also change the index and margin used to determine the Annual Percentage Rate if the index is no longer available. The Bank will give me any notice of change that is required by law. I may also agree to change in writing.

BORROWER'S WAIVERS

I waive my rights to require the Bank to do certain things. Those things are: (a) to demand payment of amounts due (known as "presentment"); (b) to give notice that amounts due have not been paid (known as "notice of dishonor"); (c) to obtain an official certification of nonpayment (known as "protest"). Anyone else who agrees to keep the promises made in the Agreement, or who agrees to make payments to the Bank if I fail to keep my promises under the Agreement, or who signs the Agreement to transfer it to someone else, waives these rights. These persons are known as "guarantors, sureties and endorsers".

WAIVER

The Bank may fail to make use of any of its rights under the Agreement or the Mortgage/Deed of Trust on the Property on one or more occasions, or delay or partially exercise such rights, without waiving any of its rights or amending any of my obligations.

GOVERNING LAW

All interest, fees and other amounts charged or accruing in connection with the Agreement which are considered "interest" within the meaning of Section 85 of the National Bank Act (12 USC Sec. 85; 12 CFR 7.4001 (a)) shall be governed by and interpreted under California Law. In all other respects, the Agreement and all related documents, as well as the rights, remedies, and duties of the Bank and the Borrower(s), shall be governed and interpreted by federal law with respect to national banks and, to the extent not permitted by federal law, the consumer protection laws of the state in which the real estate is located.



LOST OR STOLEN ADVANCE CHECKS, BILLING ERRORS

I will immediately contact the Bank at the phone number on my statement and confirm by letter if any of my advance checks are ever lost or stolen, if there are any errors in my monthly statement, or if I suspect any unauthorized use of my Account. The Bank will not return to me my cancelled advance checks or other advance instruments after paying them. The Bank will make available photocopies of my advance checks and other instruments upon request. (If such request is not made in connection with a billing error inquiry, it may be subject to Research and Photocopy Fees, as described herein). I will examine my Account statement promptly in order to identify any improper or unauthorized entries. In consideration for the Bank's payment of each advance check, I agree that even though I will not receive the original checks, all time periods under the Uniform Commercial Code (UCC) for examining my statement and reporting improper entries, including that UCC's statutes of limitation with respect to forged, unauthorized, or missing signatures or endorsements, will begin from the time my Account statement is sent or made available to me.

UNAUTHORIZED TRANSACTIONS WITH WELLS FARGO ATM CARD OR WELLS FARGO ATM & CHECK CARD

I will notify Wells Fargo Bank at once if my card has been lost or stolen and/or another person has my Secret Code or PIN. I will also notify the Bank if someone has transferred or may transfer money from my Account without my permission, or if I suspect any fraudulent activity on my Account. I can call the Wells Fargo Phone Bank at the telephone number on my statement, anytime, 24 hours a day, 7 day a week, or advise my local Wells Fargo office, followed by a written notice, or write to:

Wells Fargo Bank, N.A. P.O. Box 4233 Portland, OR 97208-4233

NOTIFY THE BANK IN CASE OF ERRORS OR QUESTIONS ABOUT MY BILL

If I think my bill is wrong or if I need more information about a transaction on my bill, I will send a letter on a separate page to the Bank, as soon as possible, at the address listed on my bill. The Bank must hear from me no later than 60 days after the Bank sent me the first bill on which the suspected error or problem appears. I can telephone the Bank, but doing so will not preserve my rights. In my letter, I will provide the Bank with the following information:

-My name, account number and daytime phone number, and

-The dollar amount of the suspected error, and

-A description of the error and explanation, if possible, as to why I believe there is an error. If I need more information, I will describe the item I am not sure about.

If I have authorized the Bank to pay my bill automatically from my checking account, I can stop the payment on any amount I think is wrong. To stop the payment, my letter must reach the Bank three business days before the automatic payment is scheduled to occur.

MY RIGHTS AND THE BANK'S RESPONSIBILITIES AFTER RECEIPT OF MY WRITTEN NOTICE

The Bank must acknowledge my letter within 30 days, unless the Bank has corrected the error by then. Within 90 days, the Bank must either correct the error or explain why the Bank believes the bill was correct. After the Bank receives my letter, the Bank cannot try to collect any amount I question or report me as delinquent. The Bank can continue to bill me for the amount I question, including finance charges, and the Bank can apply any unpaid amount against my Credit Line Limit. I do not have to pay any question amount while the Bank is researching my account, but I am still obligated to pay the parts of my bill that are not in question.

If the Bank finds that a mistake was made on my bill, I will not have to pay any finance charges related to the questioned amount. If the Bank didn't make a mistake, I will have to pay finance charges, and I will have to make up any missed payments on the questioned amount. In either case, the Bank will send me a statement of the amount I owe and the date that payment is due.

If I fail to pay the amount that the Bank determines I owe, the Bank may report me as delinquent. However, if the Bank's explanation does not satisfy me and I write to the Bank within ten days telling the Bank that I still refuse to pay, the Bank must tell anyone the Bank reports to that I have question about my bill. When the matter has been settled between the Bank and me, the Bank must tell anyone the Bank reports to that the matter has been settled. If the Bank does not follow the above rules, the Bank cannot collect the first \$50.00 of the questioned amount, even if my bill was correct.


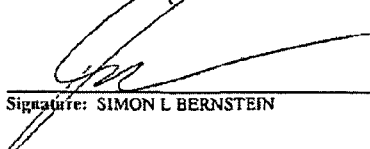
STATE DISCLOSURES:

N/A

NOTICE TO BORROWER: DO NOT SIGN THIS AGREEMENT IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE THIS AGREEMENT IS SIGNED. READ THIS AGREEMENT BEFORE SIGNING IT.

SIGNATURES AND AFFIRMATION'S OF BORROWERS:

I have received, read and retained a copy of the Disclosure, the Agreement, the Agreement to Provide Property/Flood Insurance, all riders or amendments to the Agreement, the Deed/Mortgage on the Property securing this Account, all riders, amendments or modifications to the Deed/Mortgage on the Property securing this Account, the HUD Settlement Statement provided to me at the closing, all of which I agree to by signing this Agreement. In addition, I hereby agree that the terms of this Agreement replaced the terms of any prior oral or written agreements, including by way of example only, any and all commitment letters between me and the Bank.

 Signature: SHIRLEY BERNSTEIN	6/8/04 Date:	Signature:	Date:
 Signature: SIMON L BERNSTEIN	6/8/04 Date:	Signature:	Date:
Signature:	Date:	Signature:	Date:
Signature:	Date:	Signature:	Date:

20032411404280

Page 9

LOCSP(P) 010804

Wells Fargo Bank, N.A.

DATE OF NOTE/AGREEMENT: 6/8/2004

ACCOUNT: 65038475190001

REFERENCE: 20032411404280

Addendum to Promissory Note/Line of Credit Agreement

This Addendum, made on 6/8/2004 is incorporated into and shall be deemed to amend and supplement the promissory note/line of credit agreement of the same date. If the promissory note/line of credit agreement is signed on or after February 20, 2004 the Governing Law Provision included in either the promissory note/line of credit agreement (including the promissory note/line of credit agreement in the Home Equity Closing Handbook, if applicable) is amended to read:

"All interest, fees and other amounts charged or accruing in connection with this Agreement which are considered "interest" within the meaning of Section 85 of the National Bank Act (12 USC § 85; 12 CFR 7.4001 (a)) shall be governed by and interpreted under South Dakota law. In all other respects, this Agreement and all related documents, as well as the rights, remedies, and duties of the Bank and the borrower(s), shall be governed and interpreted by federal law with respect to national banks and, to the extent not preempted by federal law, the consumer protection laws of the state in which the real estate is located, except that Texas Finance Code Chapter 346 (which regulates certain revolving credit accounts) does not apply to this Agreement."

In all other respects and except as amended by this Addendum, the promissory note/line of credit agreement remains unchanged and in full force and effect.


BORROWER SHIRLEY BERNSTEIN

6/8/04

DATE SIGNED


BORROWER SIMON L. BERNSTEIN

6/8/04

DATE SIGNED

BORROWER

DATE SIGNED

BORROWER

DATE SIGNED

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DATE SIGNED

BORROWER

DATE SIGNED

BORROWER

DATE SIGNED

DATE OF AGREEMENT: 6/8/2004

REFERENCE #: 20032411404280

ACCOUNT #: 65038475190001

NOTICE OF FINAL AGREEMENT AND ARBITRATION AGREEMENT

Resolving Disputes - Arbitration Agreement

In this Arbitration Agreement, "the Bank" means Wells Fargo Bank N.A. or any transferee of the Agreement or Note as applicable, and "I", "me", and "my" means the undersigned customer or customers, individually and jointly. Maintaining good relationships with customers is very important to the Bank. I agree to contact the bank immediately if I have a problem with one of my accounts or loans with the Bank or a service the Bank provides to me. Often a telephone call will resolve the matter quickly and amicably. However, if the Bank and I are not able to resolve our differences informally, I agree that any dispute between me and the Bank, regardless of when it arises or arose, will be settled, at the option of me or the Bank, using the following procedures.

I UNDERSTAND AND AGREE THAT I AM WAIVING MY RIGHT TO JURY TRIAL, BEFORE A JUDGE IN A PUBLIC COURT. FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY DISPUTE SUBJECT TO ARBITRATION.

NOTICE: THIS DOCUMENT AND ALL OTHER DOCUMENTS RELATING TO THIS LOAN CONSTITUTE A WRITTEN LOAN AGREEMENT WHICH REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THE LOAN CLOSED ON THE SAME DATE AS THIS AGREEMENT IS SIGNED.

Disputes

A dispute is any unresolved disagreement between the Bank and me that relates in any way to accounts, loans with the Bank, services provided by the Bank, or agreements with the Bank. A dispute includes any claims or controversy of any kind, which arises out of or are in any way related to these accounts, loans, services or agreements. It includes claims based on broken promises or contracts, tort (injury caused by negligent or intentional conduct), breach of fiduciary duty or other wrongful actions. It also includes any statutory common law and equitable claim. A dispute also includes any disagreement about the meaning of the Arbitration Agreement and whether a disagreement is a "dispute" subject to binding arbitration as provided for in the Arbitration Agreement. No dispute may be joined in arbitration with a dispute of any other person or arbitrated on a class action basis.

Binding Arbitration

Binding arbitration is a means of having one or more independent third parties resolve disputes without using the court system, judges or juries. Either the Bank or I may submit a dispute to binding arbitration at any reasonable time notwithstanding that a lawsuit or other proceeding has commenced. If either the Bank or I fail to submit to binding arbitration following a lawful demand, the party who fails to submit shall bear the costs and expenses incurred by the party compelling arbitration. Neither you nor I shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in any private attorney general capacity.

The American Arbitration Association (the AAA) shall administer each arbitration, including the selection of arbitrators, pursuant to the commercial arbitration rules of the AAA. Each arbitration will be governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code) and, to the extent any provision of that Act is applicable, unenforceable or invalid, the laws of the state governing the relationship between me and the Bank about which the dispute arose. To find out how to initiate arbitration, I can simply call any office of the AAA.

Exception - Certain Real Property Collateral

Notwithstanding contrary provisions herein, no dispute shall be submitted to arbitration if the dispute concerns indebtedness secured by real property and if arbitration of the dispute would preclude enforcement of a mortgage, lien or security interest securing such indebtedness unless (1) the holder of such mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (2) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of any applicable one action rule statutes, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing any such indebtedness and obligations, shall remain fully valid and enforceable.

Right To Other Remedies Preserved


Neither this Arbitration Agreement, nor the exercise of any of the rights the Bank and I have under the Agreement, shall stop me or the Bank from exercising any lawful rights either of us has to use other remedies available for the purpose of (1) preserving, foreclosing, or obtaining possession of real or personal property; (2) exercising self-help remedies including setoff and repossession rights; or (3) obtaining provisional or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction.

Miscellaneous

The AAA - the arbitrator - and the parties - the Bank and I - shall, to the extent feasible, take any action necessary to assure that an arbitration proceeding hereunder is furnished within one hundred eighty (180) days of the filing of the dispute with the AAA. Arbitration proceedings shall be conducted in the state in which I reside, at a location determined by the AAA. All statutes of limitations applicable to any dispute shall apply to any arbitration between the Bank and me. If a claim is properly filed in a small claims or justice court and if the small claims or justice court has jurisdiction to resolve the claim, including all cross-claims and counterclaims, then the party that demands arbitration and removes the claim from the small claims or justice court shall pay the administrative fee of the AAA and the fees, cost and expenses of the arbitrator. This Arbitration Agreement shall survive the termination, amendment or expiration of any documents or any relationship between the parties.

Judicial Reference (California Only)

If California law governs this Arbitration Agreement and an action or proceeding is commenced by complaint before any court in California and neither I nor the Bank request that the dispute be submitted to arbitration, then, upon motion by either the Bank or me, the dispute shall be heard by a reference under the provisions of the California Code of Civil Procedure, Section 638 and following. The referee shall be either a practicing attorney or retired judge. The reference process is not subject to a trial by jury.



LENDER:
Wells Fargo Bank N.A.

By: Craig D. Wildnick

6/8/2004
Date Signed

CUSTOMER(S):

SHIRLEY BERNSTEIN
Customer

6/8/04
Date Signed

SIMON L BERNSTEIN
Customer

6/8/04
Date Signed

Customer

Date Signed

Customer

Date Signed

Customer

Date Signed

Customer

Date Signed

Customer

Date Signed

Customer

Date Signed

Reassure America Life Insurance Company

866-543-4024

WEB GENERATED

NAME CHANGE REQUEST FORM

Policy Number _____ Insured _____

Legal Documentation Required, Attach Copy to Form

I do hereby, request a name change in my policy for the:

_____ Owner
_____ Joint Owner
_____ Insured
_____ Beneficiary

Previous Name: _____ New Name: _____

Signatures and Information

Owner New Name Printed _____ Signature _____ Social Security Number _____

Address and Phone Number _____ Dated _____

Joint Owner New Name Printed _____ Signature _____ Social Security Number _____

Address and Phone Number _____ Dated _____

Insured New Name Printed _____ Signature _____ Social Security Number _____

Address and Phone Number _____ Dated _____

Beneficiary New Name Printed _____ Signature _____ Social Security Number _____

Address and Phone Number _____ Dated _____

Reassure America Life Insurance Company

WEB GENERATED

- Faxes Will Be Accepted
- Do Not Send Policy with this Form

REQUEST FOR CHANGE OF OWNERSHIP FORM

Policy Number: _

Insured: _

Date: _____

I, (we) the Owner(s) of the aforementioned policy, hereby assign and transfer all rights, benefits, options, and privileges available under this policy while the Insured is living, including the right to change the beneficiary thereunder, cash surrender the policy or elect non-forfeiture options (if any) to the following named person, who shall be the Owner (Applicant) of the policy. Unless otherwise indicated, all joint ownerships will be with rights of survivorship. I declare that no proceeding in bankruptcy or insolvency is pending against me. I understand the Beneficiary Designation currently in effect is not changed by executing this Change of Ownership Form.

IMPORTANT: If you are naming multiple Owners or Contingent Owners, or if more room is needed, please attach a separate page providing the information listed below, the policy number, the Policyowner(s)' signature and date signed.

New Primary Owner(s)

Print Full Name/Trust/Title

Percentage: 100%, 50%, etc.

Telephone Number

Mailing Address including City, State, and Zip

SS Number/Tax ID Number

Date of Birth/Date of Trust

Relationship to the Insured

Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of a viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement?

☐ Yes ☐ No

Print Full Name/Trust/Title

Percentage: 100%, 50%, etc.

Telephone Number

Mailing Address including City, State, and Zip

SS Number/Tax ID Number

Date of Birth/Date of Trust

Relationship to the Insured

Policies subject to Viatical / Life Settlement transactions - Are you a viatical settlement provider, life settlement provider, the receiver or conservator of a viatical or life settlement company, a viatical or life financing entity, trustee, agent, securities intermediary or other representative of a viatical or life settlement provider, or an individual or entity which invested in this policy as a viatical or life settlement?

☐ Yes ☐ No

New Contingent Owner(s): Becomes Owner upon the death or disqualification of the Primary Owner.

Print Full Name/Trust/Title

Percentage: 100%, 50%, etc.

Telephone Number

Mailing Address including City, State, and Zip

SS Number/Tax ID Number

Date of Birth/Date of Trust

Relationship to the Insured

Print Full Name/Trust/Title

Percentage: 100%, 50%, etc.

Telephone Number

Mailing Address including City, State, and Zip

SS Number/Tax ID Number

Date of Birth/Date of Trust

Relationship to the Insured

IMPORTANT: Signatures are required on Page 2.

Reassure America Life Insurance Company

WEB GENERATED

REQUEST FOR CHANGE OF OWNERSHIP FORM

SIGNATURE PAGE

Policy Number:

Insured:

Date: _____

New Primary Owner Signature Requirements

Signature of new Primary Owner

Date

Signature of new Joint Primary Owner

Date

New Contingent Owner Signature Requirements

Signature of new Contingent Owner

Date

Signature of new Joint Contingent Owner

Date

Current Policyowner Information: I (we) agree that the above revocation and change, upon being filed and recorded with the Company, will take effect as of the date this notice was signed, unless the policy has been terminated, surrendered or had a claim filed and/or processed against it before this revocation and change is received by the Company. Refer to the Instructions for acceptable signatures.

Print Name of Policyowner/Title

SS Number/Tax ID Number

Signature

Date

Signature of Notary Official, if applicable

Notary seal/stamp

Date

Print Name of Joint Policyowner/Title

SS Number/Tax ID Number

Signature

Date

Signature of Notary Official, if applicable

Notary seal/stamp

Date

Spousal Signature Requirements

For the protection of both parties, if the owner resides in a Community Property State, we request that the owner's spouse join in signing and dating this form. If the owner resides in CA, ID, NV or WA the owner's spouse must sign and date this form below.

Print Name of Spouse

Signature of Spouse

Date

All pages of this form must be submitted for consideration of request