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BOCA RATON, FLORIDA 33487

To: Mr. and Mrs. Simon L. Bernstein
7020 Lions Head Lane
Boca Raton, Florida 33496

LAST WILL AND TESTAMENT
OF
SIMON BERNSTEIN

DATED: *August 15, 2000*

PROSKAUER ROSE LLP

Attorneys at Law
2255 Glades Road, Suite 340 West
Boca Raton, FL 33431-7383

I, SIMON L. BERNSTEIN, of the County of Palm Beach, State of Florida, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all prior Wills, Testaments and Codicils at any time made by me.

FIRST: I direct that all my just debts and funeral and administration expenses be paid as soon after my death as may be practicable.

SECOND: I hereby direct that, pursuant to Florida Statutes §732.515, or the comparable provision in effect at the time of my death, my personal and household effects, including jewelry, works of art and automobiles, if any, be distributed in accordance with a separate written statement executed by me. In the event there shall be more than one such written statement, the statement bearing the last date shall be controlling. If no such written statement is found and properly identified by my Personal Representatives within thirty days after my Personal Representatives are appointed, it shall be conclusively presumed that no such writing exists. In the event there shall be no such written statement (or to the extent such written statement does not effectively dispose of all of my personal and household effects, including jewelry, works of art and automobiles, if any), I give and bequeath all (or the balance) of my personal and household effects, if any, to my wife, SHIRLEY BERNSTEIN, if she survives me, or, if she predeceases me, to such of my children, TED STUART BERNSTEIN, PAMELA BETH SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA SUE FRIEDSTEIN, as shall survive me, in shares as nearly equal as they shall agree upon, or, failing agreement, said personal and household effects shall be sold and the proceeds therefrom added to and disposed of as part of my residuary estate.

THIRD: If my wife, SHIRLEY BERNSTEIN, survives me, I

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give and bequeath to my Trustees a "credit equivalent amount" (as defined below) to hold in separate trust to pay so much of the income therefrom and such sums out of the principal thereof (even to the extent of the whole thereof) to such of my wife and my descendants, living from time to time, equally or unequally, and to any one or more of them to the exclusion of the others, as my Trustees, in their absolute discretion, deem necessary or advisable; provided, however, that no such payment shall be made to my wife from the principal of the trust under this Article THIRD until the principal of her trust, if any, under Article FOURTH of this Will shall first have been exhausted. Any balance of the income shall be accumulated and added to principal annually.

Upon the death of my wife, the then principal of the trust shall pass to such one or more of my descendants in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as my wife shall by Will appoint. To the extent that said power of appointment is not effectively exercised, said principal shall be divided into as many equal shares as may be necessary to provide one for each of my then living grandchildren and one for each of my grandchildren who is then dead but who leaves descendants who are then living (such descendants to take in portions, per stirpes, the share set aside for them), and each such share or portion shall be distributed absolutely, except that any share or portion so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SIXTH of this Will.

The "credit equivalent amount" shall be (a) the maximum amount which could comprise my taxable estate for Federal estate tax purposes without resulting in any Federal estate tax, after taking into account the applicable credit amount as defined in



Section 2010(c) of the Code, but no other credits allowable against such tax, reduced by (b) the aggregate of:

(1) the value (as finally determined for Federal estate tax purposes) of all property (including interests in property) includable in my estate for Federal estate tax purposes which passes under other provisions of this Will or otherwise than under this Will and with respect to which no marital deduction or charitable deduction is finally allowed in determining said tax, and

(2) the amount of my adjusted taxable gifts within the meaning of Section 2001(b) of the Code.

The trust under this Article THIRD shall be known as the "Simon L. Bernstein Credit Equivalent Trust."

FOURTH: I give and bequeath to my Trustees an amount equal to my "Unused GST Exemption" (as defined below) to hold in separate trust to pay the income therefrom in quarterly or more frequent installments to my wife, SHIRLEY BERNSTEIN, during her life.

I authorize and empower my Trustees, from time to time, to pay to my wife such sums out of the principal of her trust (even to the extent of the whole thereof) as my Trustees, in their absolute discretion, deem in her best interests; provided, however, that no such payment shall be made to my wife from the principal of her trust under this Article FOURTH until the principal of her trust, if any, under subdivision (a) of Article FIFTH of this Will shall first have been exhausted.

Upon the death of my wife, the then principal of the trust shall pass to such of one or more of my descendants in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as my wife shall by Will appoint. To the extent that said power of appointment shall not be effectively exercised, or upon my death if my wife predeceases me, said principal shall be divided into as many equal shares as may be necessary to provide one for each of my then living grandchildren

and one for each of my grandchildren who is then dead but who leaves descendants who are then living (such descendants to take in portions, per stirpes, the share set aside for them), and each such share or portion shall be distributed absolutely, except that any share or portion so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SIXTH of this Will.

I direct that all estate and inheritance taxes of whatever kind imposed by reason of the inclusion of the trust under this Article in my wife's estate for such tax purposes shall (absent a contrary provision in my wife's Will) be charged, without right of reimbursement, against the principal of the trust for the benefit of my wife under subdivision (a) of Article FIFTH of this Will.

My "Unused GST Exemption" shall be an amount equal to the maximum GST exemption allowable to me pursuant to Section 2631 of the Code, reduced by the aggregate amount of my GST Exemption which has been allocated or deemed allocated by me or which shall be allocated by my Personal Representatives with respect to property transferred by me either under the provisions of this Will or otherwise than under this Will.

The trust under this Article FOURTH shall be known as the "Simon L. Bernstein Exempt Marital Trust."

FIFTH: All the rest, residue and remainder of my estate, real, personal or otherwise and wheresoever situate, including any lapsed legacy or bequest, hereinafter called my residuary estate, shall be disposed of as follows:

(a) If my wife, SHIRLEY BERNSTEIN, survives me, my residuary estate shall be held by my Trustees in separate trust to pay the income therefrom in quarterly or more frequent installments to my wife during her life.

I authorize and empower my Trustees, from time to time, to pay to my wife such sums out of the principal of her trust (even to the extent of the whole thereof) as my Trustees, in their absolute discretion, deem in her best interests.

Upon the death of my wife, the then principal of her trust shall pass to such one or more of my descendants, in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as my wife shall by Will appoint. To the extent that said power of appointment is not effectively exercised, said principal shall be divided into shares, per stirpes, for such of my children TED STUART BERNSTEIN, ELIOT BERNSTEIN, JILL IANTONI and LISA SUE FRIEDSTEIN as are then living and for the then living descendants of such of them as are then dead, and each such share shall be distributed absolutely, except that any share so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SEVENTH of this Will.

The trust for my wife under this subdivision (a) shall be known as the "Simon L. Bernstein Non-Exempt Marital Trust.

(b) If my wife predeceases me, my residuary estate shall be divided into shares, per stirpes, for such of my children TED STUART BERNSTEIN, ELIOT BERNSTEIN, JILL IANTONI and LISA SUE FRIEDSTEIN as survive me and for the descendants who survive me of such of them as may predecease me, and each such share shall be distributed absolutely, except that any share so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SEVENTH of this Will.

SIXTH: All shares, portions or parts above or below set aside for a grandchild or more remote descendant of mine and directed to be disposed of as provided in this Article SIXTH



shall be combined and held by my Trustees in separate trust to apply so much of the income therefrom for the health, education, maintenance or support of the beneficiary as my Trustees, in their absolute discretion, deem necessary or advisable, accumulating any balance of the income at least annually and adding the same to principal until the beneficiary attains the age of twenty-one; thereafter, the income shall be paid to the beneficiary in convenient installments.

I authorize and empower my Trustees, from time to time, to pay to the beneficiary such sums out of the principal of his or her trust (even to the extent of the whole thereof) as my Trustees deem that the beneficiary needs for his or her health, education, maintenance or support.

Upon the beneficiary's attaining the age of twenty-five, one-half of the then principal of his or her trust shall be distributed to the beneficiary absolutely, and upon the beneficiary's attaining the age of thirty, the balance of the principal of his or her trust shall be distributed to the beneficiary absolutely.

In the event of and upon the death of the beneficiary during the continuance of his or her trust, the then principal thereof shall be divided into portions or parts, per stirpes, for his or her then living descendants, or, in default thereof, for the then living descendants of the beneficiary's nearest ancestor who was a grandchild or more remote descendant of mine and who has descendants then living, or, in default thereof, shall be divided into as many equal portions or parts as may be necessary to provide one for each of my then living grandchildren, and one for each of them who is then dead but who leaves descendants who are then living (such descendants to take in parts, per stirpes, the share set aside for them), and each such portion or part shall be distributed absolutely, except that any portion or part



so set aside for a grandchild or more remote descendant of mine who is then the beneficiary of a trust under this Article SIXTH shall be added to the principal of said trust and disposed of as a part thereof, subject to subsequent, but not prior, mandatory distributions of principal, and any portion or part so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty and who is not then the beneficiary of a trust under this Article SIXTH shall be disposed of as provided in this Article SIXTH.

SEVENTH: Each share or portion above or below set aside for a grandchild or more remote descendant of mine and directed to be disposed of as provided in this Article SEVENTH shall be held by my Trustees in separate trust to apply so much of the income therefrom for the health, education, maintenance or support of the beneficiary as my Trustees, in their absolute discretion, deem necessary or advisable, accumulating any balance of the income at least annually and adding the same to principal until the beneficiary attains the age of twenty-one; thereafter, the income shall be paid to the beneficiary in convenient installments.

I authorize and empower my Trustees, from time to time, to pay to the beneficiary such sums out of the principal of his or her trust (even to the extent of the whole thereof) as my Trustees deem that the beneficiary needs for his or her health, education, maintenance or support.

Upon the beneficiary's attaining the age of twenty-five, one-half of the then principal of his or her trust shall be distributed to the beneficiary absolutely, and upon the beneficiary's attaining the age of thirty, the balance of the principal of his or her trust shall be distributed to the beneficiary absolutely.

In the event of and upon the death of the beneficiary



during the continuance of his or her trust, the then principal thereof shall be divided into portions, per stirpes, for his or her then living descendants, or, in default thereof, for the then living descendants of the beneficiary's nearest ancestor who was a descendant of mine and who has descendants then living, or, in default thereof, for my then living descendants, and each such portion shall be distributed absolutely, except that any portion so set aside for a grandchild or more remote descendant of mine who is then the beneficiary of a trust under this Article SEVENTH shall be added to the principal of said trust and disposed of as a part thereof, subject to subsequent, but not prior, mandatory distributions of principal, and any portion so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty and who is not then the beneficiary of a trust under this Article SEVENTH shall be disposed of as provided in this Article SEVENTH.

EIGHTH: I nominate and appoint my wife, SHIRLEY BERNSTEIN, as my Personal Representative. If my wife fails to qualify or ceases to be qualified, I nominate and appoint in her place the following individuals who shall be entitled to qualify, singly and in the order named: ALBERT W. GORTZ; LISA SUE FRIEDSTEIN; PAMELA BETH SIMON.

With respect to any trust created under Article THIRD, Article FOURTH or subdivision (a) of Article FIFTH of this Will, I nominate and appoint my wife, my daughter LISA SUE FRIEDSTEIN, and my daughter PAMELA BETH SIMON as Trustees hereunder.

With respect to any trust created under Article SIXTH or Article SEVENTH of this Will, I nominate and appoint my wife, SHIRLEY BERNSTEIN, and my daughter PAMELA BETH SIMON as Trustees. If my either my wife or PAMELA BETH SIMON fails to qualify or ceases to be qualified, I nominate and appoint in her place the following individuals who shall be entitled to qualify, singly

and in the order named: LISA SUE FRIEDSTEIN; JILL IANTONI.

My Personal Representatives and Trustees at any time qualified hereunder are authorized and empowered to designate a person or persons or a bank or trust company to act with them and, subject to the foregoing, a sole surviving Personal Representative or Trustee at any time qualified hereunder is authorized and empowered to designate a person or persons or a bank or trust company to act with or to succeed him or her; provided, however, that JEANNIE BERNSTEIN shall never be designated as or serve as a Personal Representative or as a Trustee of any trust created hereunder.

At all times at least one Trustee of any trust created hereunder shall not have an interest in the income or principal of such trust.

I direct that no bond or other security shall be required of any Personal Representative or Trustee named herein or designated as herein provided for any reason whatsoever.

NINTH: I hereby grant to my Personal Representatives and Trustees, in addition to the general powers conferred upon them by law, the following discretionary powers:

(a) To distribute my estate and set up the trusts herein at one time or at different times as soon after my death as they may deem practicable, whether before or after the expiration of any statutory period.

(b) To charge or credit to principal or income or to apportion between them, in such manner as they deem advisable, any ordinary or extraordinary expenses and any extraordinary, wasting or liquidating dividends and any dividends payable in the stock of the corporation declaring the dividend or payable in the stock of another corporation and so-called "capital gains dividends" declared by investment companies or investment trusts; to determine if and to what extent they shall amortize any premium paid by them on bonds or other obligations for the payment of money; upon the death of an income beneficiary, or any other termination of a trust herein, any accrued income (including dividends theretofore declared but not yet payable) shall be paid to the persons entitled to receive the income when it becomes payable, but any undistributed income which my Personal Representatives or Trustees are authorized in their discretion to accumulate shall be added to principal.

(c) To set apart out of the income of the trusts

herein (or out of the income of corporations of which the trusts own securities) reserves for such purposes including, without limitation, depreciation, depletion, obsolescence and other contingencies, and in such amounts as they, in their absolute discretion, shall deem advisable.

(d) To claim expenses chargeable against principal as estate tax or income tax deductions as they deem advisable and to determine if and to what extent any adjustment in favor of principal required by law shall be made.

(e) To make any payment or distribution (required or authorized under this Will) either wholly or partly in kind at market value at date of distribution; to cause any share to be composed of cash, property or undivided fractional interests in property different in kind from any other share and without regard, among such shares, to whether the property distributed has an equivalent basis for income tax purposes.

(f) To alter, repair, improve, demolish, manage, partition, mortgage, lease for any period (including a period in excess of any fixed by statute), exchange, grant options to lease or to buy, and sell or dispose of, at public or private sale and upon such conditions and such terms as to cash and credit as they deem advisable, any property held by them hereunder; said leases may extend beyond the duration of the trusts herein.

(g) To borrow such sums as they deem advisable for the proper administration of my estate and the trusts hereunder and to give security therefor.

(h) To continue, settle or discontinue any business or partnership in which I may be interested.

(i) To continue to hold any property, real, personal or otherwise, including, but not limited to, stocks, bonds or other securities, domestic or foreign, in the form in which it shall be at my death or when received by them hereunder (without regard to any rule of law that may require them to decide whether or not to retain such property) or as the form thereof may be changed pursuant to the provisions of the other subdivisions of this Article of my Will, so long as they, in their absolute discretion, deem it advisable.

(j) To invest and reinvest in any property, including, but not limited to, stocks, bonds or other securities or so-called derivative investments, domestic or foreign, options to sell or to purchase such securities or so-called derivative investments (whether or not then held hereunder), shares or interests in mutual funds, investment companies, investment trusts or common trust funds of a bank or trust company, currencies, precious metals, oil and gas properties or other natural resources and commodities, or interests in, rights to or options to sell or to purchase any of the foregoing (whether or not then held hereunder), improved or unimproved real property or tangible personal property or life insurance, endowment, annuity or similar contracts (including such contracts insuring the then income beneficiary of any trust hereunder) that they may, in their absolute discretion, deem advisable and without regard to any duty to diversify or, except with respect to any trust for the benefit of my spouse that qualifies for the marital deduction under either Federal or state law, to make such property productive of income, and in any manner, including by direct purchase, entry into a joint venture, creation of or purchase of

an interest in any form of partnership or corporation or through any other form of participation or ownership.

(k) To employ any person, firm, corporation, bank or trust company for advice with respect to investment policy, but my Personal Representatives or Trustees may, in their absolute discretion, follow or refrain from following any recommendations so obtained, and said recommendations shall not in any way limit the discretionary power and authority herein conferred upon, and not otherwise delegated by, them with respect to investments; to designate a corporation, partnership or other firm, authorized so to act, as custodian, and to employ attorneys, accountants and bookkeepers; and to charge the fees and expenses of the foregoing to my estate or any trust hereunder.

(l) To retain possession, in their absolute discretion, of any property payable absolutely to an infant, and to invest and reinvest the same, to collect the income therefrom, and, after deducting all proper expenses, to apply the income and principal to the use of said infant (and in the case of tangible personal property to permit the infant to have the custody and use of all or part of it from time to time), with all the powers, rights and compensation of Trustees hereunder, provided, however, that nothing herein contained shall be construed to prevent or postpone the vesting of said property in said infant or to suspend the alienability of said property.

(m) In determining the amounts applicable to the use of an infant, to consider or disregard the ability of the parent or parents of said infant to support said infant; and to make payment of any amount, applicable to the use of or payable to an infant, (1) to the guardian (whether qualified in my domicile or any other jurisdiction) of the person or property of such infant, or (2) to the parent or parents of such infant (whether or not legally appointed his or her guardian(s)), or (3) to the extent permitted by law, to a Custodian for such infant under a Uniform Gifts to Minors Act or a Uniform Transfers to Minors Act, or (4) to apply the same for his or her benefit; the receipt of such guardian, parent or Custodian or the evidence of the application of such amount shall be a full discharge to my Personal Representatives and Trustees for such payment; provided, however, that with respect to any such payments to or for the benefit of my grandchildren ALEXANDRA BERNSTEIN, ERIC BERNSTEIN and MICHAEL BERNSTEIN, no such payment shall be made to JEANNIE BERNSTEIN in any capacity as such grandchild's parent, guardian or Custodian.

(n) Severally to authorize, by instrument in writing, any person or corporation, including any co-fiduciary, bank or trust company, to act in the place of said Personal Representative or Trustee with respect to specified transactions, to sign a particular check or checks, or to execute any other specifically stated instruments in the name of said Personal Representative or Trustee.

(o) To remove any property held by them hereunder to or from my domicile or any other jurisdiction.

(p) To organize or participate in the organization of corporations, and to transfer to them any part or all of the property held by them hereunder in exchange for securities thereof.

(q) To exercise or perform every power, authority or duty, including discretionary powers, by the concurrence and in

the names of a majority of the Personal Representatives or Trustees qualified to participate, with the same effect as if all had joined therein; but by unanimous vote of the Personal Representatives or Trustees they may determine the number (one or more) who may give instructions to custodians, sign checks or have access to safe deposit boxes.

(r) To hold the principal or part of the principal of any of the trusts herein in one or more joint funds in which the separate trusts shall have undivided interests.

(s) To file such gift tax and income tax returns jointly with my spouse as they deem advisable.

(t) To compromise, settle, subordinate, arbitrate, extend, renew, modify, waive or extend the statute of limitations with respect to, or release, in whole or in part, any claim held by or against my estate or the trusts herein, or any mortgage or other security held by them or held against any property held by them hereunder.

(u) To participate in and consent to any corporate reorganization, dissolution, liquidation, merger, consolidation, sale or lease, or in and to any other change in any corporation or in its financial structure, and to become a depositor with any protective, reorganization or similar committee, and to make any necessary payments incident to the foregoing; to exercise or to sell any conversion, subscription or similar rights; and in general to exercise in respect to any securities the unrestricted rights of a personal owner, including voting in person and granting proxies, discretionary, general or otherwise.

(v) To the extent permitted by law, to register any property held by them hereunder in their names as Personal Representatives or Trustees or in the names of nominees, or to take and keep the same unregistered, in bearer form or otherwise in such condition as to pass by delivery.

(w) To lend such sums out of the income (other than of any trust for the benefit of my spouse that qualifies for the marital deduction under either Federal or state law) or principal of the trusts hereunder and upon such terms and conditions as they deem advisable; provided, however, that adequate security be obtained from, and reasonable interest be charged to, the borrower.

(x) To guarantee loans made to any beneficiary hereunder.

(y) To trade on margin (but only with the approval of my spouse in the case of any trust that qualifies for the marital deduction under either Federal or state law) and, for such purpose, to maintain and operate a margin account with any broker and to pledge any property held hereunder with such broker for loans and advances made to them. In connection with the foregoing, my Personal Representatives and Trustees are authorized and empowered to hold title in and to property in bearer, nominee or other form, without disclosure of any trust, so that title may pass by delivery.

TENTH: (a) All the powers granted to my Personal Representatives and Trustees hereunder may be exercised after the termination of the trusts hereunder in connection with the proper



administration and distribution thereof.

(b) Notwithstanding any provision in this Will to the contrary, any power (including discretionary powers) granted to my Personal Representatives and Trustees hereunder shall be absolutely void to the extent that the right to exercise or the exercise thereof would in any way cause my estate to lose all or part of the tax benefit afforded my estate by the marital deduction provisions under either Federal or state laws; without limiting the foregoing, with respect to the trusts for my spouse under Articles FOURTH and FIFTH of this Will, (1) subdivisions (a), (b), (c) and (p) of the preceding Article of this Will shall not apply and (2) my spouse may direct the Trustees, from time to time, to sell any property held as part of the principal, if it produces little or no income, and to invest the proceeds of sale in property that produces sufficient income to assure that such trust will qualify for the marital deduction.

(c) If any person beneficially interested hereunder shall die in the course of or as a direct result of the same disaster, accident or calamity as shall cause my death or the death of the life beneficiary upon whose death said person's interest is to take effect or under such circumstances that it cannot be readily determined whether I or said person, or the life beneficiary or said person, as the case may be, died first, then, for the purposes of this Will, said person shall be deemed to have died before me or before said life beneficiary, and my estate shall pass in such manner as would occur hereunder if said person had predeceased me or said life beneficiary, as the case may be.

(d) I direct that my Personal Representative(s) shall exercise the right, under Section 2207A(a)(1) of the Code and under any similar provision of any state law, to recover from the persons receiving any property referred to in said provisions (including the Trustees of any trust other than the pre-residuary trust under Article FOURTH of my spouse's Will) the amount of estate and inheritance taxes (and any interest and penalties relating thereto) paid by my estate attributable to such property. Subject to the direction in the preceding sentence, all estate and inheritance taxes of whatever kind imposed by reason of my death upon the property disposed of in this Will and upon any other property, including insurance but not including the pre-residuary trust under Article FOURTH of my spouse's Will (the taxes on which are to be paid out of the residuary trust thereunder), otherwise disposed of and subject to the imposition of said taxes, shall be charged, without right of reimbursement, (1) if my spouse survives me, against the property disposed of in Article THIRD of this Will, or, to the extent that said property is insufficient, against my residuary estate, or, (2) if my spouse predeceases me, against my residuary estate.

For the foregoing purposes, estate and inheritance taxes shall include any generation-skipping transfer tax on a direct skip taking effect at my death (other than a direct skip from a trust not created by me), but no other generation-skipping transfer tax.

(e) Any income or principal payable to a beneficiary hereunder may, in the discretion of my Personal Representatives and Trustees, be applied by them for the benefit of said beneficiary.

(f) All testamentary powers of appointment granted in

this Will shall be exercisable by specific reference to this Will and, except as provided in subdivision (p) herein, shall not be exercisable in favor of the donee of the power or the donee's estate or creditors of the donee or of the donee's estate.

(g) Any person may renounce, in whole or in part, any provision in his or her favor hereunder and, in such event, the property covered by said provision, to the extent renounced, shall be disposed of as though said person had predeceased me, and if said property is to be held in trust, to the extent renounced, said property shall become free of the trust for said person (and of any power of appointment said person may have with respect thereto) and shall be disposed of as though said person had predeceased me. I do not intend by the foregoing to suggest that any particular person should so renounce.

(h) Any Personal Representative or Trustee who is an income beneficiary of a trust hereunder shall not be qualified to participate in the exercise of any power to make discretionary distributions to himself or herself or to make allocations, in his or her own favor, of receipts or expenses as between principal and income of such trust; nor shall any Personal Representative or Trustee participate in the exercise of a discretionary power to pay or apply income or principal to or for the benefit of a beneficiary whom said Personal Representative or Trustee (in his or her individual capacity) is then legally obligated to support; all said powers shall be exercisable by the other Personal Representative(s) or Trustee(s).

(i) With respect to any Personal Representative or Trustee who is interested, in his or her individual capacity, in any firm or corporation in which my estate or any trust hereunder may have an interest, I direct that he or she may deal freely with said firm or corporation in his or her individual capacity, notwithstanding that there may be a conflict with his or her fiduciary capacity hereunder, but I direct that if one or more of my Personal Representatives or Trustees has no such personal interest, then as to all matters pertaining to said firm or corporation involving such conflict of interest the decision of my estate and of said trust shall be made by said disinterested Personal Representative(s) or Trustee(s).

(j) A person from time to time qualified as Personal Representative or Trustee hereunder shall not be disqualified from purchasing assets of my estate, provided (1) said purchaser shall not participate as Personal Representative or Trustee in the decisions of the Personal Representatives or Trustees as to the price, conditions and terms of the sale, all of which decisions shall be made by the other Personal Representative(s) or Trustee(s); and (2) in fixing said price, conditions and terms said other Personal Representative(s) or Trustee(s) shall in all respects treat said purchaser in the same manner as though he or she were a third party, not qualified as Personal Representative or Trustee.

(k) My Personal Representatives and Trustees may purchase assets from or sell assets to other estates or trusts not created hereunder, notwithstanding that one or more of my said Personal Representatives and Trustees are fiduciaries of or beneficially interested in said estates or trusts; provided, however, that if one or more of my Personal Representatives or Trustees has no such interest, then as to all such matters the decision of my estate or of the trusts hereunder shall be made by said disinterested Personal Representative(s) or Trustee(s).

(l) My Personal Representatives and Trustees may exercise any rights or options with respect to any policy of life insurance held by them, whether granted in said policy or allowed by the insurer, including, but not limited to, surrendering, converting (into paid up or extended term insurance) or borrowing upon said policy; applying dividends against premiums or to purchase paid up additions; and exercising options with respect to surrender or payment of death proceeds.

(m) In any judicial proceeding involving my estate or any trust hereunder and in any non-judicial settlement of the account of a Personal Representative or Trustee hereunder, the interest of a person under disability may be represented by a party to such proceeding or settlement who is not under disability and who has the same interest.

(n) I direct that any administration expenses or debts charged to principal and not claimed and allowed as estate tax deductions shall be charged, (1) if my spouse survives me, against the property disposed of in Article THIRD of this Will, or, to the extent that said property is insufficient, against my residuary estate, or, (2) if my spouse predeceases me, against my residuary estate.

(o) I direct that all charges incurred by my Personal Representatives in storing, packing, shipping, delivering and insuring any property passing under the provisions of this Will, whether such property is specifically bequeathed or otherwise, shall be paid by my Personal Representatives as expenses of administering my estate.

(p) Notwithstanding the provisions of Article SEVENTH of this Will, if (1) pursuant thereto, upon the death of the beneficiary of a trust thereunder, any trust property would be set aside for a person who is assigned to a generation younger than that of the beneficiary under Section 2651 of the Code and if (2) said property would be subject to a generation-skipping transfer tax on the death of the beneficiary, but would not be subject to said tax to the extent that said property is includable in the beneficiary's estate for Federal estate tax purposes, then and in that event said property shall instead pass in such manner, including to his or her estate, if he or she shall so appoint, as the beneficiary shall by Will appoint with the unanimous prior written consent of all of the then qualified Trustees of said trust, except those whose required concurrence would prevent said power of appointment from being a "general power of appointment" within the meaning of Section 2041(b)(1) of the Code. Only if and to the extent that said power of appointment is not effectively exercised shall said property be disposed of as provided in said Article SEVENTH.

(q) Wherever in this Will property is directed to be added to or combined with an existing trust for a descendant of mine hereunder, my Personal Representatives and Trustees shall not combine property with different generation-skipping transfer tax inclusion ratios, as defined in Section 2642(a) of the Code, but shall add such property to the trust for such descendant hereunder which has the same generation-skipping transfer tax inclusion ratio as defined in Section 2642(a) of the Code as such property, or, if necessary, such property shall be held in a separate trust for such descendant, with said trust to have identical provisions to the existing trust for such descendant hereunder.

(r) If, at any time, there shall be a trust under the Will of my spouse, or a trust created by me or by my spouse during our lifetimes, for the same beneficiaries and subject to the same provisions as a trust under this Will (or as a trust intended to be created under this Will), my Personal Representatives and Trustees are authorized and empowered, in their absolute discretion, to transfer the principal held (or intended to be held) in trust hereunder to the Trustees of such other trust (whether or not the Trustees of such other trust or their successors are the Trustees nominated or appointed hereunder) or to combine them (unless such trusts have different generation-skipping transfer tax inclusion ratios, as defined in section 2642(a) of the Code), to form a single trust for simplicity and convenience of administration; provided, however, that if any such trusts are prevented from being combined or otherwise consolidated pursuant to the provisions of this subdivision because any such trust has a different maximum period of time that property held in such trust could remain held in such trust (the "perpetuities period"), the Trustees shall be permitted to combine or otherwise consolidate such trusts pursuant to the provisions of this subdivision with the resulting trust assigned the lesser of the perpetuities periods of the original trusts.

(s) I authorize and empower my Personal Representatives to allocate the GST Exemption allowable to me pursuant to Section 2631 of the Code, to the extent that it shall not have been allocated (or deemed allocated) by me during my lifetime, in such manner as they, in their absolute discretion, shall determine.

(t) In no event shall any trust hereunder continue longer than the maximum term allowable under Florida law (or any other state that may govern the provisions of my Will) in effect at the time of my death, and any trust then still in effect hereunder shall thereupon terminate and the then principal thereof shall be distributed absolutely to the beneficiary thereof.

(u) Every Personal Representative and Trustee hereunder, original and substitute, shall be chargeable only with said fiduciary's own respective receipts or acts, and shall not be liable for any loss or damage occurring hereunder without said fiduciary's willful default or deliberate wrongdoing, unless such loss or damage be occasioned by a violation of an express provision of this Will, and shall not be liable to my estate or any person beneficially interested hereunder for any loss or depreciation which may arise from any investment retained or made in accordance with the provisions of this Will or which may be occasioned by the exercise of any discretion authorized herein, whether such investment be continued or made in accordance with or in disregard of recommendations obtained as above provided.

(v) Wherever the context permits, the words "Personal Representatives" or "Trustees" shall be deemed to include "their survivor or survivors, successor or successors."

(w) To the extent permitted by law, none of the beneficiaries hereunder shall have the power to convey, anticipate, assign, encumber or in any way dispose of any part of the income or principal of their respective trust funds, nor shall said principal or income be in any way or in any amount answerable or chargeable with their duties, obligations, judgments or claims however arising, nor shall said principal or income be

taken or reached by any legal or equitable process in satisfaction thereof, it being my intent, so far as the law allows, to make said trusts what are commonly known as "spendthrift trusts."

(x) In determining whether or not to exercise any discretionary power to pay income or principal of my estate or any trust hereunder, my Personal Representatives or Trustees may, but shall not be required to, (1) with respect to the trusts created under Article THIRD, Article FOURTH, and subdivision (a) of Article FIFTH of this Will, take into account any other resources available to the beneficiary under consideration; (2) take into account any effect the exercise thereof may have on the respective tax liabilities of my estate or any trust hereunder and the beneficiary under consideration; and (3) consider and accept as correct any statement concerning these matters made by the beneficiary under consideration or on behalf of such beneficiary.

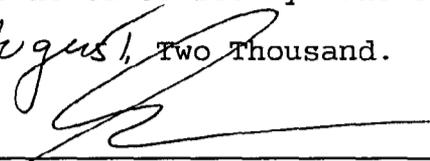
(y) I waive compliance by my Trustees with any law now or hereafter in effect requiring qualification, registration or accounting by my Trustees to any Court.

(z) Wherever reference is made in this Will to the "Code" it shall mean the Internal Revenue Code of 1986, as amended, and, if to any specific provision, it shall include any comparable provision of any subsequently enacted revenue law of the United States in effect from time to time.

ELEVENTH: The term "descendants" as used in this Will shall specifically exclude my daughter PAMELA BETH SIMON and her

descendants. Except as provided in Article SECOND of this Will, I have not made any provisions herein for PAMELA BETH SIMON or any of her descendants not out of lack of love or affection but because they have been adequately provided for.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 15 day of August, Two Thousand.



(L.S.)

The foregoing instrument, consisting of this and seventeen preceding typewritten pages, was signed, sealed, published and declared by SIMON L. BERNSTEIN, the Testator, to be his Last Will and Testament, in our presence, and we, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses, this 15th day of August, Two Thousand at 2255 Glades Road, Boca Raton, Florida.

George A. Kalyanin residing at 1133 SW 20th Street

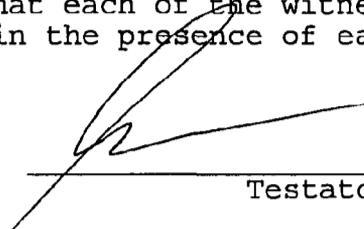
Boca Raton, FL

Paul J. [Signature] residing at 2415 NW 32nd St.

Boca Raton, FL

STATE OF FLORIDA)
 : SS.:
COUNTY OF PALM BEACH)

We, SIMON L. BERNSTEIN, *George D. Karibjanian* and *Robert Jacobowitz*, the Testator and the witnesses respectively, whose names are signed to the attached or foregoing instrument, were sworn, and declared to the undersigned officer that the Testator, in the presence of the witnesses, signed the instrument as his Last Will and that each of the witnesses, in the presence of the Testator and in the presence of each other, signed the Will as a witness.



Testator

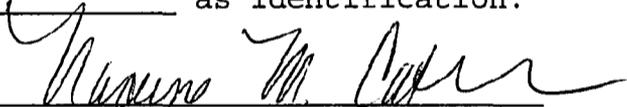
George D. Karibjanian

Witness

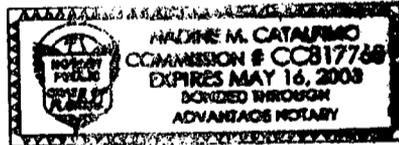
Robert Jacobowitz

Witness

Subscribed and sworn to before me by SIMON L. BERNSTEIN, the Testator, and by *George D. Karibjanian* and *Robert Jacobowitz*, the witnesses, on *August 15*, 2000, all of whom personally appeared before me. SIMON L. BERNSTEIN is personally known to me or has produced _____ as identification. *George D. Karibjanian* is personally known to me or has produced _____ as identification. *Robert Jacobowitz* is personally known to me or has produced _____ as identification.



Notary Public (Affix Seal)
My commission expires:
My commission number is:



LAST WILL AND TESTAMENT
OF
SIMON BERNSTEIN

DATED: *August 15, 2000*

PROSKAUER ROSE LLP

Attorneys at Law
2255 Glades Road, Suite 340 West
Boca Raton, FL 33431-7383

LAST WILL AND TESTAMENT
OF
SHIRLEY BERNSTEIN

DATED: *August 15, 2000*

PROSKAUER ROSE LLP

Attorneys at Law
2255 Glades Road, Suite 340 West
Boca Raton, FL 33431-7383

I, SHIRLEY BERNSTEIN, of the County of Palm Beach, State of Florida, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all prior Wills, Testaments and Codicils at any time made by me.

FIRST: I direct that all my just debts and funeral and administration expenses be paid as soon after my death as may be practicable.

SECOND: I hereby direct that, pursuant to Florida Statutes §732.515, or the comparable provision in effect at the time of my death, my personal and household effects, including jewelry, works of art and automobiles, if any, be distributed in accordance with a separate written statement executed by me. In the event there shall be more than one such written statement, the statement bearing the last date shall be controlling. If no such written statement is found and properly identified by my Personal Representatives within thirty days after my Personal Representatives are appointed, it shall be conclusively presumed that no such writing exists. In the event there shall be no such written statement (or to the extent such written statement does not effectively dispose of all of my personal and household effects, including jewelry, works of art and automobiles, if any), I give and bequeath all (or the balance) of my personal and household effects, if any, to my husband, SIMON L. BERNSTEIN, if he survives me, or, if he predeceases me, to such of my children, TED STUART BERNSTEIN, PAMELA BETH SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA SUE FRIEDSTEIN, as shall survive me, in shares as nearly equal as they shall agree upon, or, failing agreement, said personal and household effects shall be sold and the proceeds therefrom added to and disposed of as part of my residuary estate.

THIRD: If my husband, SIMON L. BERNSTEIN, survives me,

THE ORIGINAL OF THIS DOCUMENT IS BEING
HELD FOR SAFEKEEPING BY
PROSKAUER ROSE LLP
2255 GLADES ROAD
BOCA RATON, FLORIDA 33431

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I give and bequeath to my Trustees a "credit equivalent amount" (as defined below) to hold in separate trust to pay so much of the income therefrom and such sums out of the principal thereof (even to the extent of the whole thereof) to such of my husband and my descendants, living from time to time, equally or unequally, and to any one or more of them to the exclusion of the others, as my Trustees, in their absolute discretion, deem necessary or advisable; provided, however, that no such payment shall be made to my husband from the principal of the trust under this Article THIRD until the principal of his trust, if any, under Article FOURTH of this Will shall first have been exhausted. Any balance of the income shall be accumulated and added to principal annually.

Upon the death of my husband, the then principal of the trust shall pass to such one or more of my descendants in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as my husband shall by Will appoint. To the extent that said power of appointment is not effectively exercised, said principal shall be divided into as many equal shares as may be necessary to provide one for each of my then living grandchildren and one for each of my grandchildren who is then dead but who leaves descendants who are then living (such descendants to take in portions, per stirpes, the share set aside for them), and each such share or portion shall be distributed absolutely, except that any share or portion so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SIXTH of this Will.

The "credit equivalent amount" shall be (a) the maximum amount which could comprise my taxable estate for Federal estate tax purposes without resulting in any Federal estate tax, after taking into account the applicable credit amount as defined in

Section 2010(c) of the Code, but no other credits allowable against such tax, reduced by (b) the aggregate of:

(1) the value (as finally determined for Federal estate tax purposes) of all property (including interests in property) includable in my estate for Federal estate tax purposes which passes under other provisions of this Will or otherwise than under this Will and with respect to which no marital deduction or charitable deduction is finally allowed in determining said tax, and

(2) the amount of my adjusted taxable gifts within the meaning of Section 2001(b) of the Code.

The trust under this Article THIRD shall be known as the "Shirley Bernstein Credit Equivalent Trust."

FOURTH: I give and bequeath to my Trustees an amount equal to my "Unused GST Exemption" (as defined below) to hold in separate trust to pay the income therefrom in quarterly or more frequent installments to my husband, SIMON L. BERNSTEIN, during his life.

I authorize and empower my Trustees, from time to time, to pay to my husband such sums out of the principal of his trust (even to the extent of the whole thereof) as my Trustees, in their absolute discretion, deem in his best interests; provided, however, that no such payment shall be made to my husband from the principal of his trust under this Article FOURTH until the principal of his trust, if any, under subdivision (a) of Article FIFTH of this Will shall first have been exhausted.

Upon the death of my husband, the then principal of the trust shall pass to such of one or more of my descendants in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as my husband shall by Will appoint. To the extent that said power of appointment shall not be effectively exercised, or upon my death if my husband predeceases me, said principal shall be divided into as many equal shares as may be necessary to provide one for each of my then living grandchildren

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and one for each of my grandchildren who is then dead but who leaves descendants who are then living (such descendants to take in portions, per stirpes, the share set aside for them), and each such share or portion shall be distributed absolutely, except that any share or portion so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SIXTH of this Will.

I direct that all estate and inheritance taxes of whatever kind imposed by reason of the inclusion of the trust under this Article in my husband's estate for such tax purposes shall (absent a contrary provision in my husband's Will) be charged, without right of reimbursement, against the principal of the trust for the benefit of my husband under subdivision (a) of Article FIFTH of this Will.

My "Unused GST Exemption" shall be an amount equal to the maximum GST exemption allowable to me pursuant to Section 2631 of the Code, reduced by the aggregate amount of my GST Exemption which has been allocated or deemed allocated by me or which shall be allocated by my Personal Representatives with respect to property transferred by me either under the provisions of this Will or otherwise than under this Will.

The trust under this Article FOURTH shall be known as the "Shirley Bernstein Exempt Marital Trust."

FIFTH: All the rest, residue and remainder of my estate, real, personal or otherwise and wheresoever situate, including any lapsed legacy or bequest, hereinafter called my residuary estate, shall be disposed of as follows:

(a) If my husband, SIMON L. BERNSTEIN, survives me, my residuary estate shall be held by my Trustees in separate trust to pay the income therefrom in quarterly or more frequent installments to my husband during his life.

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I authorize and empower my Trustees, from time to time, to pay to my husband such sums out of the principal of his trust (even to the extent of the whole thereof) as my Trustees, in their absolute discretion, deem in his best interests.

Upon the death of my husband, the then principal of his trust shall pass to such one or more of my descendants, in such shares, equal or unequal, and subject to such lawful trusts, terms and conditions as my husband shall by Will appoint. To the extent that said power of appointment is not effectively exercised, said principal shall be divided into shares, per stirpes, for such of my children TED STUART BERNSTEIN, ELIOT BERNSTEIN, JILL IANTONI and LISA SUE FRIEDSTEIN, as are then living and for the then living descendants of such of them as are then dead, and each such share shall be distributed absolutely, except that any share so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SEVENTH of this Will.

The trust for my husband under this subdivision (a) shall be known as the "Shirley Bernstein Non-Exempt Marital Trust.

(b) If my husband predeceases me, my residuary estate shall be divided into shares, per stirpes, for such of my children TED STUART BERNSTEIN, ELIOT BERNSTEIN, JILL IANTONI and LISA SUE FRIEDSTEIN, as survive me and for the descendants who survive me of such of them as may predecease me, and each such share shall be distributed absolutely, except that any share so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty shall be disposed of as provided in Article SEVENTH of this Will.

SIXTH: All shares, portions or parts above or below set aside for a grandchild or more remote descendant of mine and

directed to be disposed of as provided in this Article SIXTH shall be combined and held by my Trustees in separate trust to apply so much of the income therefrom for the health, education, maintenance or support of the beneficiary as my Trustees, in their absolute discretion, deem necessary or advisable, accumulating any balance of the income at least annually and adding the same to principal until the beneficiary attains the age of twenty-one; thereafter, the income shall be paid to the beneficiary in convenient installments.

I authorize and empower my Trustees, from time to time, to pay to the beneficiary such sums out of the principal of his or her trust (even to the extent of the whole thereof) as my Trustees deem that the beneficiary needs for his or her health, education, maintenance or support.

Upon the beneficiary's attaining the age of twenty-five, one-half of the then principal of his or her trust shall be distributed to the beneficiary absolutely, and upon the beneficiary's attaining the age of thirty, the balance of the principal of his or her trust shall be distributed to the beneficiary absolutely.

In the event of and upon the death of the beneficiary during the continuance of his or her trust, the then principal thereof shall be divided into portions or parts, per stirpes, for his or her then living descendants, or, in default thereof, for the then living descendants of the beneficiary's nearest ancestor who was a grandchild or more remote descendant of mine and who has descendants then living, or, in default thereof, shall be divided into as many equal portions or parts as may be necessary to provide one for each of my then living grandchildren, and one for each of them who is then dead but who leaves descendants who are then living (such descendants to take in parts, per stirpes, the share set aside for them), and each such portion or part

shall be distributed absolutely, except that any portion or part so set aside for a grandchild or more remote descendant of mine who is then the beneficiary of a trust under this Article SIXTH shall be added to the principal of said trust and disposed of as a part thereof, subject to subsequent, but not prior, mandatory distributions of principal, and any portion or part so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty and who is not then the beneficiary of a trust under this Article SIXTH shall be disposed of as provided in this Article SIXTH.

SEVENTH: Each share or portion above or below set aside for a grandchild or more remote descendant of mine and directed to be disposed of as provided in this Article SEVENTH shall be held by my Trustees in separate trust to apply so much of the income therefrom for the health, education, maintenance or support of the beneficiary as my Trustees, in their absolute discretion, deem necessary or advisable, accumulating any balance of the income at least annually and adding the same to principal until the beneficiary attains the age of twenty-one; thereafter, the income shall be paid to the beneficiary in convenient installments.

I authorize and empower my Trustees, from time to time, to pay to the beneficiary such sums out of the principal of his or her trust (even to the extent of the whole thereof) as my Trustees deem that the beneficiary needs for his or her health, education, maintenance or support.

Upon the beneficiary's attaining the age of twenty-five, one-half of the then principal of his or her trust shall be distributed to the beneficiary absolutely, and upon the beneficiary's attaining the age of thirty, the balance of the principal of his or her trust shall be distributed to the beneficiary absolutely.

In the event of and upon the death of the beneficiary during the continuance of his or her trust, the then principal thereof shall be divided into portions, per stirpes, for his or her then living descendants, or, in default thereof, for the then living descendants of the beneficiary's nearest ancestor who was a descendant of mine and who has descendants then living, or, in default thereof, for my then living descendants, and each such portion shall be distributed absolutely, except that any portion so set aside for a grandchild or more remote descendant of mine who is then the beneficiary of a trust under this Article SEVENTH shall be added to the principal of said trust and disposed of as a part thereof, subject to subsequent, but not prior, mandatory distributions of principal, and any portion so set aside for a grandchild or more remote descendant of mine who has not then attained the age of thirty and who is not then the beneficiary of a trust under this Article SEVENTH shall be disposed of as provided in this Article SEVENTH.

EIGHTH: I nominate and appoint my husband, SIMON L. BERNSTEIN, as my Personal Representative. If my husband fails to qualify or ceases to be qualified, I nominate and appoint in his place the following individuals who shall be entitled to qualify, singly and in the order named: ALBERT W. GORTZ; LISA SUE FRIEDSTEIN; PAMELA BETH SIMON.

With respect to any trust created under Article THIRD, Article FOURTH or subdivision (a) of Article FIFTH of this Will, I nominate and appoint my husband, my daughter LISA SUE FRIEDSTEIN, and my daughter PAMELA BETH SIMON as Trustees hereunder.

With respect to any trust created under Article SIXTH or Article SEVENTH of this Will, I nominate and appoint my husband, SIMON L. BERNSTEIN, and my daughter PAMELA BETH SIMON as Trustees. If either my husband or PAMELA BETH SIMON fails to

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qualify or ceases to be qualified, I nominate and appoint in his or her place the following individuals who shall be entitled to qualify, singly and in the order named: LISA SUE FRIEDSTEIN; JILL IANTONI.

My Personal Representatives and Trustees at any time qualified hereunder are authorized and empowered to designate a person or persons or a bank or trust company to act with them and, subject to the foregoing, a sole surviving Personal Representative or Trustee at any time qualified hereunder is authorized and empowered to designate a person or persons or a bank or trust company to act with or to succeed him or her; provided, however, that JEANNIE BERNSTEIN shall never be designated as or serve as a Personal Representative or as a Trustee of any trust created hereunder.

At all times at least one Trustee of any trust created hereunder shall not have an interest in the income or principal of such trust.

I direct that no bond or other security shall be required of any Personal Representative or Trustee named herein or designated as herein provided for any reason whatsoever.

NINTH: I hereby grant to my Personal Representatives and Trustees, in addition to the general powers conferred upon them by law, the following discretionary powers:

(a) To distribute my estate and set up the trusts herein at one time or at different times as soon after my death as they may deem practicable, whether before or after the expiration of any statutory period.

(b) To charge or credit to principal or income or to apportion between them, in such manner as they deem advisable, any ordinary or extraordinary expenses and any extraordinary, wasting or liquidating dividends and any dividends payable in the stock of the corporation declaring the dividend or payable in the stock of another corporation and so-called "capital gains dividends" declared by investment companies or investment trusts; to determine if and to what extent they shall amortize any premium paid by them on bonds or other obligations for the payment of money; upon the death of an income beneficiary, or any other termination of a trust herein, any accrued income (including dividends theretofore declared but not yet payable) shall be paid

to the persons entitled to receive the income when it becomes payable, but any undistributed income which my Personal Representatives or Trustees are authorized in their discretion to accumulate shall be added to principal.

(c) To set apart out of the income of the trusts herein (or out of the income of corporations of which the trusts own securities) reserves for such purposes including, without limitation, depreciation, depletion, obsolescence and other contingencies, and in such amounts as they, in their absolute discretion, shall deem advisable.

(d) To claim expenses chargeable against principal as estate tax or income tax deductions as they deem advisable and to determine if and to what extent any adjustment in favor of principal required by law shall be made.

(e) To make any payment or distribution (required or authorized under this Will) either wholly or partly in kind at market value at date of distribution; to cause any share to be composed of cash, property or undivided fractional interests in property different in kind from any other share and without regard, among such shares, to whether the property distributed has an equivalent basis for income tax purposes.

(f) To alter, repair, improve, demolish, manage, partition, mortgage, lease for any period (including a period in excess of any fixed by statute), exchange, grant options to lease or to buy, and sell or dispose of, at public or private sale and upon such conditions and such terms as to cash and credit as they deem advisable, any property held by them hereunder; said leases may extend beyond the duration of the trusts herein.

(g) To borrow such sums as they deem advisable for the proper administration of my estate and the trusts hereunder and to give security therefor.

(h) To continue, settle or discontinue any business or partnership in which I may be interested.

(i) To continue to hold any property, real, personal or otherwise, including, but not limited to, stocks, bonds or other securities, domestic or foreign, in the form in which it shall be at my death or when received by them hereunder (without regard to any rule of law that may require them to decide whether or not to retain such property) or as the form thereof may be changed pursuant to the provisions of the other subdivisions of this Article of my Will, so long as they, in their absolute discretion, deem it advisable.

(j) To invest and reinvest in any property, including, but not limited to, stocks, bonds or other securities or so-called derivative investments, domestic or foreign, options to sell or to purchase such securities or so-called derivative investments (whether or not then held hereunder), shares or interests in mutual funds, investment companies, investment trusts or common trust funds of a bank or trust company, currencies, precious metals, oil and gas properties or other natural resources and commodities, or interests in, rights to or options to sell or to purchase any of the foregoing (whether or not then held hereunder), improved or unimproved real property or tangible personal property or life insurance, endowment, annuity or similar contracts (including such contracts insuring the then income beneficiary of any trust hereunder) that they may, in

their absolute discretion, deem advisable and without regard to any duty to diversify or, except with respect to any trust for the benefit of my spouse that qualifies for the marital deduction under either Federal or state law, to make such property productive of income, and in any manner, including by direct purchase, entry into a joint venture, creation of or purchase of an interest in any form of partnership or corporation or through any other form of participation or ownership.

(k) To employ any person, firm, corporation, bank or trust company for advice with respect to investment policy, but my Personal Representatives or Trustees may, in their absolute discretion, follow or refrain from following any recommendations so obtained, and said recommendations shall not in any way limit the discretionary power and authority herein conferred upon, and not otherwise delegated by, them with respect to investments; to designate a corporation, partnership or other firm, authorized so to act, as custodian, and to employ attorneys, accountants and bookkeepers; and to charge the fees and expenses of the foregoing to my estate or any trust hereunder.

(l) To retain possession, in their absolute discretion, of any property payable absolutely to an infant, and to invest and reinvest the same, to collect the income therefrom, and, after deducting all proper expenses, to apply the income and principal to the use of said infant (and in the case of tangible personal property to permit the infant to have the custody and use of all or part of it from time to time), with all the powers, rights and compensation of Trustees hereunder, provided, however, that nothing herein contained shall be construed to prevent or postpone the vesting of said property in said infant or to suspend the alienability of said property.

(m) In determining the amounts applicable to the use of an infant, to consider or disregard the ability of the parent or parents of said infant to support said infant; and to make payment of any amount, applicable to the use of or payable to an infant, (1) to the guardian (whether qualified in my domicile or any other jurisdiction) of the person or property of such infant, or (2) to the parent or parents of such infant (whether or not legally appointed his or her guardian(s)), or (3) to the extent permitted by law, to a Custodian for such infant under a Uniform Gifts to Minors Act or a Uniform Transfers to Minors Act, or (4) to apply the same for his or her benefit; the receipt of such guardian, parent or Custodian or the evidence of the application of such amount shall be a full discharge to my Personal Representatives and Trustees for such payment; provided, however, that with respect to any such payments to or for the benefit of my grandchildren ALEXANDRA BERNSTEIN, ERIC BERNSTEIN and MICHAEL BERNSTEIN, no such payment shall be made to JEANNIE BERNSTEIN in any capacity as such grandchild's parent, guardian or Custodian.

(n) Severally to authorize, by instrument in writing, any person or corporation, including any co-fiduciary, bank or trust company, to act in the place of said Personal Representative or Trustee with respect to specified transactions, to sign a particular check or checks, or to execute any other specifically stated instruments in the name of said Personal Representative or Trustee.

(o) To remove any property held by them hereunder to or from my domicile or any other jurisdiction.

(p) To organize or participate in the organization of

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corporations, and to transfer to them any part or all of the property held by them hereunder in exchange for securities thereof.

(q) To exercise or perform every power, authority or duty, including discretionary powers, by the concurrence and in the names of a majority of the Personal Representatives or Trustees qualified to participate, with the same effect as if all had joined therein; but by unanimous vote of the Personal Representatives or Trustees they may determine the number (one or more) who may give instructions to custodians, sign checks or have access to safe deposit boxes.

(r) To hold the principal or part of the principal of any of the trusts herein in one or more joint funds in which the separate trusts shall have undivided interests.

(s) To file such gift tax and income tax returns jointly with my spouse as they deem advisable.

(t) To compromise, settle, subordinate, arbitrate, extend, renew, modify, waive or extend the statute of limitations with respect to, or release, in whole or in part, any claim held by or against my estate or the trusts herein, or any mortgage or other security held by them or held against any property held by them hereunder.

(u) To participate in and consent to any corporate reorganization, dissolution, liquidation, merger, consolidation, sale or lease, or in and to any other change in any corporation or in its financial structure, and to become a depositor with any protective, reorganization or similar committee, and to make any necessary payments incident to the foregoing; to exercise or to sell any conversion, subscription or similar rights; and in general to exercise in respect to any securities the unrestricted rights of a personal owner, including voting in person and granting proxies, discretionary, general or otherwise.

(v) To the extent permitted by law, to register any property held by them hereunder in their names as Personal Representatives or Trustees or in the names of nominees, or to take and keep the same unregistered, in bearer form or otherwise in such condition as to pass by delivery.

(w) To lend such sums out of the income (other than of any trust for the benefit of my spouse that qualifies for the marital deduction under either Federal or state law) or principal of the trusts hereunder and upon such terms and conditions as they deem advisable; provided, however, that adequate security be obtained from, and reasonable interest be charged to, the borrower.

(x) To guarantee loans made to any beneficiary hereunder.

(y) To trade on margin (but only with the approval of my spouse in the case of any trust that qualifies for the marital deduction under either Federal or state law) and, for such purpose, to maintain and operate a margin account with any broker and to pledge any property held hereunder with such broker for loans and advances made to them. In connection with the foregoing, my Personal Representatives and Trustees are authorized and empowered to hold title in and to property in bearer, nominee or other form, without disclosure of any trust,

so that title may pass by delivery.

TENTH: (a) All the powers granted to my Personal Representatives and Trustees hereunder may be exercised after the termination of the trusts hereunder in connection with the proper administration and distribution thereof.

(b) Notwithstanding any provision in this Will to the contrary, any power (including discretionary powers) granted to my Personal Representatives and Trustees hereunder shall be absolutely void to the extent that the right to exercise or the exercise thereof would in any way cause my estate to lose all or part of the tax benefit afforded my estate by the marital deduction provisions under either Federal or state laws; without limiting the foregoing, with respect to the trusts for my spouse under Articles FOURTH and FIFTH of this Will, (1) subdivisions (a), (b), (c) and (p) of the preceding Article of this Will shall not apply and (2) my spouse may direct the Trustees, from time to time, to sell any property held as part of the principal, if it produces little or no income, and to invest the proceeds of sale in property that produces sufficient income to assure that such trust will qualify for the marital deduction.

(c) If any person beneficially interested hereunder shall die in the course of or as a direct result of the same disaster, accident or calamity as shall cause my death or the death of the life beneficiary upon whose death said person's interest is to take effect or under such circumstances that it cannot be readily determined whether I or said person, or the life beneficiary or said person, as the case may be, died first, then, for the purposes of this Will, said person shall be deemed to have died before me or before said life beneficiary, and my estate shall pass in such manner as would occur hereunder if said person had predeceased me or said life beneficiary, as the case may be.

(d) I direct that my Personal Representative(s) shall exercise the right, under Section 2207A(a)(1) of the Code and under any similar provision of any state law, to recover from the persons receiving any property referred to in said provisions (including the Trustees of any trust other than the pre-residuary trust under Article FOURTH of my spouse's Will) the amount of estate and inheritance taxes (and any interest and penalties relating thereto) paid by my estate attributable to such property. Subject to the direction in the preceding sentence, all estate and inheritance taxes of whatever kind imposed by reason of my death upon the property disposed of in this Will and upon any other property, including insurance but not including the pre-residuary trust under Article FOURTH of my spouse's Will (the taxes on which are to be paid out of the residuary trust thereunder), otherwise disposed of and subject to the imposition of said taxes, shall be charged, without right of reimbursement, (1) if my spouse survives me, against the property disposed of in Article THIRD of this Will, or, to the extent that said property is insufficient, against my residuary estate, or, (2) if my spouse predeceases me, against my residuary estate.

For the foregoing purposes, estate and inheritance taxes shall include any generation-skipping transfer tax on a direct skip taking effect at my death (other than a direct skip from a trust not created by me), but no other generation-skipping transfer tax.

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(e) Any income or principal payable to a beneficiary hereunder may, in the discretion of my Personal Representatives and Trustees, be applied by them for the benefit of said beneficiary.

(f) All testamentary powers of appointment granted in this Will shall be exercisable by specific reference to this Will and, except as provided in subdivision (p) herein, shall not be exercisable in favor of the donee of the power or the donee's estate or creditors of the donee or of the donee's estate.

(g) Any person may renounce, in whole or in part, any provision in his or her favor hereunder and, in such event, the property covered by said provision, to the extent renounced, shall be disposed of as though said person had predeceased me, and if said property is to be held in trust, to the extent renounced, said property shall become free of the trust for said person (and of any power of appointment said person may have with respect thereto) and shall be disposed of as though said person had predeceased me. I do not intend by the foregoing to suggest that any particular person should so renounce.

(h) Any Personal Representative or Trustee who is an income beneficiary of a trust hereunder shall not be qualified to participate in the exercise of any power to make discretionary distributions to himself or herself or to make allocations, in his or her own favor, of receipts or expenses as between principal and income of such trust; nor shall any Personal Representative or Trustee participate in the exercise of a discretionary power to pay or apply income or principal to or for the benefit of a beneficiary whom said Personal Representative or Trustee (in his or her individual capacity) is then legally obligated to support; all said powers shall be exercisable by the other Personal Representative(s) or Trustee(s).

(i) With respect to any Personal Representative or Trustee who is interested, in his or her individual capacity, in any firm or corporation in which my estate or any trust hereunder may have an interest, I direct that he or she may deal freely with said firm or corporation in his or her individual capacity, notwithstanding that there may be a conflict with his or her fiduciary capacity hereunder, but I direct that if one or more of my Personal Representatives or Trustees has no such personal interest, then as to all matters pertaining to said firm or corporation involving such conflict of interest the decision of my estate and of said trust shall be made by said disinterested Personal Representative(s) or Trustee(s).

(j) A person from time to time qualified as Personal Representative or Trustee hereunder shall not be disqualified from purchasing assets of my estate, provided (1) said purchaser shall not participate as Personal Representative or Trustee in the decisions of the Personal Representatives or Trustees as to the price, conditions and terms of the sale, all of which decisions shall be made by the other Personal Representative(s) or Trustee(s); and (2) in fixing said price, conditions and terms said other Personal Representative(s) or Trustee(s) shall in all respects treat said purchaser in the same manner as though he or she were a third party, not qualified as Personal Representative or Trustee.

(k) My Personal Representatives and Trustees may purchase assets from or sell assets to other estates or trusts not created hereunder, notwithstanding that one or more of my

said Personal Representatives and Trustees are fiduciaries of or beneficially interested in said estates or trusts; provided, however, that if one or more of my Personal Representatives or Trustees has no such interest, then as to all such matters the decision of my estate or of the trusts hereunder shall be made by said disinterested Personal Representative(s) or Trustee(s).

(l) My Personal Representatives and Trustees may exercise any rights or options with respect to any policy of life insurance held by them, whether granted in said policy or allowed by the insurer, including, but not limited to, surrendering, converting (into paid up or extended term insurance) or borrowing upon said policy; applying dividends against premiums or to purchase paid up additions; and exercising options with respect to surrender or payment of death proceeds.

(m) In any judicial proceeding involving my estate or any trust hereunder and in any non-judicial settlement of the account of a Personal Representative or Trustee hereunder, the interest of a person under disability may be represented by a party to such proceeding or settlement who is not under disability and who has the same interest.

(n) I direct that any administration expenses or debts charged to principal and not claimed and allowed as estate tax deductions shall be charged, (1) if my spouse survives me, against the property disposed of in Article THIRD of this Will, or, to the extent that said property is insufficient, against my residuary estate, or, (2) if my spouse predeceases me, against my residuary estate.

(o) I direct that all charges incurred by my Personal Representatives in storing, packing, shipping, delivering and insuring any property passing under the provisions of this Will, whether such property is specifically bequeathed or otherwise, shall be paid by my Personal Representatives as expenses of administering my estate.

(p) Notwithstanding the provisions of Article SEVENTH of this Will, if (1) pursuant thereto, upon the death of the beneficiary of a trust thereunder, any trust property would be set aside for a person who is assigned to a generation younger than that of the beneficiary under Section 2651 of the Code and if (2) said property would be subject to a generation-skipping transfer tax on the death of the beneficiary, but would not be subject to said tax to the extent that said property is includable in the beneficiary's estate for Federal estate tax purposes, then and in that event said property shall instead pass in such manner, including to his or her estate, if he or she shall so appoint, as the beneficiary shall by Will appoint with the unanimous prior written consent of all of the then qualified Trustees of said trust, except those whose required concurrence would prevent said power of appointment from being a "general power of appointment" within the meaning of Section 2041(b)(1) of the Code. Only if and to the extent that said power of appointment is not effectively exercised shall said property be disposed of as provided in said Article SEVENTH.

(q) Wherever in this Will property is directed to be added to or combined with an existing trust for a descendant of mine hereunder, my Personal Representatives and Trustees shall not combine property with different generation-skipping transfer tax inclusion ratios, as defined in Section 2642(a) of the Code, but shall add such property to the trust for such descendant

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hereunder which has the same generation-skipping transfer tax inclusion ratio as defined in Section 2642(a) of the Code as such property, or, if necessary, such property shall be held in a separate trust for such descendant, with said trust to have identical provisions to the existing trust for such descendant hereunder.

(r) If, at any time, there shall be a trust under the Will of my spouse, or a trust created by me or by my spouse during our lifetimes, for the same beneficiaries and subject to the same provisions as a trust under this Will (or as a trust intended to be created under this Will), my Personal Representatives and Trustees are authorized and empowered, in their absolute discretion, to transfer the principal held (or intended to be held) in trust hereunder to the Trustees of such other trust (whether or not the Trustees of such other trust or their successors are the Trustees nominated or appointed hereunder) or to combine them (unless such trusts have different generation-skipping transfer tax inclusion ratios, as defined in section 2642(a) of the Code), to form a single trust for simplicity and convenience of administration; provided, however, that if any such trusts are prevented from being combined or otherwise consolidated pursuant to the provisions of this subdivision because any such trust has a different maximum period of time that property held in such trust could remain held in such trust (the "perpetuities period"), the Trustees shall be permitted to combine or otherwise consolidate such trusts pursuant to the provisions of this subdivision with the resulting trust assigned the lesser of the perpetuities periods of the original trusts.

(s) I authorize and empower my Personal Representatives to allocate the GST Exemption allowable to me pursuant to Section 2631 of the Code, to the extent that it shall not have been allocated (or deemed allocated) by me during my lifetime, in such manner as they, in their absolute discretion, shall determine.

(t) In no event shall any trust hereunder continue longer than the maximum term allowable under Florida law (or any other state that may govern the provisions of my Will) in effect at the time of my death, and any trust then still in effect hereunder shall thereupon terminate and the then principal thereof shall be distributed absolutely to the beneficiary thereof.

(u) Every Personal Representative and Trustee hereunder, original and substitute, shall be chargeable only with said fiduciary's own respective receipts or acts, and shall not be liable for any loss or damage occurring hereunder without said fiduciary's willful default or deliberate wrongdoing, unless such loss or damage be occasioned by a violation of an express provision of this Will, and shall not be liable to my estate or any person beneficially interested hereunder for any loss or depreciation which may arise from any investment retained or made in accordance with the provisions of this Will or which may be occasioned by the exercise of any discretion authorized herein, whether such investment be continued or made in accordance with or in disregard of recommendations obtained as above provided.

(v) Wherever the context permits, the words "Personal Representatives" or "Trustees" shall be deemed to include "their survivor or survivors, successor or successors."

(w) To the extent permitted by law, none of the beneficiaries hereunder shall have the power to convey, anticipate, assign, encumber or in any way dispose of any part of the income or principal of their respective trust funds, nor shall said principal or income be in any way or in any amount answerable or chargeable with their duties, obligations, judgments or claims however arising, nor shall said principal or income be taken or reached by any legal or equitable process in satisfaction thereof, it being my intent, so far as the law allows, to make said trusts what are commonly known as "spendthrift trusts."

(x) In determining whether or not to exercise any discretionary power to pay income or principal of my estate or any trust hereunder, my Personal Representatives or Trustees may, but shall not be required to, (1) with respect to the trusts created under Article THIRD, Article FOURTH, and subdivision (a) of Article FIFTH of this Will, take into account any other resources available to the beneficiary under consideration; (2) take into account any effect the exercise thereof may have on the respective tax liabilities of my estate or any trust hereunder and the beneficiary under consideration; and (3) consider and accept as correct any statement concerning these matters made by the beneficiary under consideration or on behalf of such beneficiary.

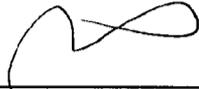
(y) I waive compliance by my Trustees with any law now or hereafter in effect requiring qualification, registration or accounting by my Trustees to any Court.

(z) Wherever reference is made in this Will to the "Code" it shall mean the Internal Revenue Code of 1986, as amended, and, if to any specific provision, it shall include any comparable provision of any subsequently enacted revenue law of the United States in effect from time to time

ELEVENTH: The term "descendants" as used in this Will shall specifically exclude my daughter PAMELA BETH SIMON and her

STATE OF FLORIDA)
 : SS.:
COUNTY OF PALM BEACH)

We, SHIRLEY BERNSTEIN, *George O. Karibyanian* and *Robert Jacobowitz*, the Testatrix and the witnesses respectively, whose names are signed to the attached or foregoing instrument, were sworn, and declared to the undersigned officer that the Testatrix, in the presence of the witnesses, signed the instrument as her Last Will and that each of the witnesses, in the presence of the Testatrix and in the presence of each other, signed the Will as a witness.



Testatrix

George O. Karibyanian

Witness

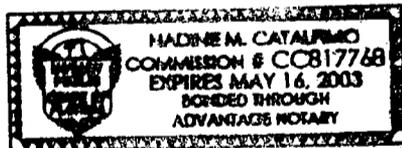
Robert Jacobowitz

Witness

Subscribed and sworn to before me by SHIRLEY BERNSTEIN, the Testatrix, and by *George O. Karibyanian* and *Robert Jacobowitz*, the witnesses, on *August 15*, 2000, all of whom personally appeared before me. SHIRLEY BERNSTEIN is personally known to me or has produced _____ as identification.
George O. Karibyanian is personally known to me or has produced _____ as identification.
Robert Jacobowitz is personally known to me or has produced _____ as identification.



Notary Public (Affix Seal)
My commission expires:
My commission number is:



descendants. Except as provided in Article SECOND of this Will, I have not made any provisions herein for PAMELA BETH SIMON or any of her descendants not out of lack of love or affection but because they have been adequately provided for.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 15 day of August, Two Thousand.

 (L.S.)

The foregoing instrument, consisting of this and seventeen preceding typewritten pages, was signed, sealed, published and declared by SHIRLEY BERNSTEIN, the Testatrix, to be her Last Will and Testament, in our presence, and we, at her request and in her presence and in the presence of each other, have hereunto subscribed our names as witnesses, this 15th day of August, Two Thousand at 2255 Glades Road, Boca Raton, Florida.

George Karlyguin residing at 1133 SW 20th Street

Boca Raton, FL

Will [Signature] residing at 2415 NW 32nd St.

Boca Raton, FL

LAW OFFICES OF
STEVEN I. GREENWALD, P.A.

BOCA PALM PROFESSIONAL PLAZA
6971 NORTH FEDERAL HIGHWAY, SUITE 105
BOCA RATON, FLORIDA 33487

e - mail: sigreenwald @ 561net.com

TELEPHONE (561) 994 - 5560
FAX (561) 994 - 5629

October 12, 2007

Mr. and Mrs. Simon L. Bernstein
7020 Lions Head Lane
Boca Raton, Florida 33496

Re: Estate Planning

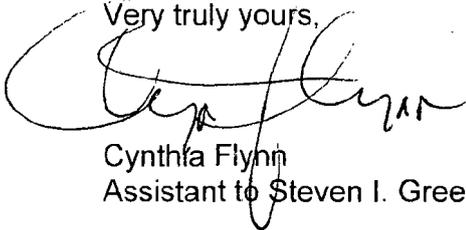
Dear Mr. and Mrs. Bernstein:

Pursuant to the request of Diane of your office, please find enclosed copies of the following estate planning documents:

Living Wills
Durable Powers of Attorney
Designation of Health Care Surrogate
Trust Agreement dated August 15, 2000
Last Wills and Testaments
First Codicils to Last Wills

If you should need anything further, please do not hesitate to contact us.

Very truly yours,



Cynthia Flynn
Assistant to Steven I. Greenwald

enclosures

LAW OFFICES OF
STEVEN I. GREENWALD, P.A.
BOCA PALM PROFESSIONAL PLAZA
6971 NORTH FEDERAL HIGHWAY, SUITE 105
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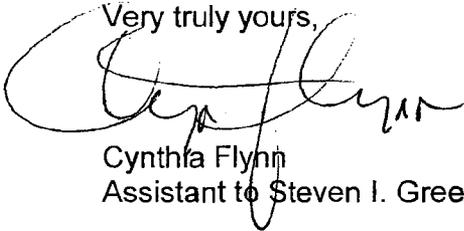
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First Codicils to Last Wills

If you should need anything further, please do not hesitate to contact us.

Very truly yours,



Cynthia Flynn
Assistant to Steven I. Greenwald

enclosures

FIRST CODICIL TO
LAST WILL AND TESTAMENT OF
SHIRLEY BERNSTEIN

ORIGINAL DOCUMENT AT
LAW OFFICES OF
STEVEN I. GREENWALD, P.A.
Boca Palm Professional Plaza
6971 N. Federal Highway
Suite 106
Boca Raton, Florida 33487

I, SHIRLEY BERNSTEIN, a resident of the County of Palm Beach, State of Florida, declare that this is the First Codicil to my Last Will and Testament which is dated August 15, 2000.

FIRST: I revoke, in its entirety, Article EIGHTH of my Last Will and Testament. In place of this revoked Article EIGHTH, I substitute the following:

EIGHTH: I nominate and appoint my husband, SIMON L. BERNSTEIN, as my Personal Representative. If my husband fails to qualify or ceases to be qualified, I nominate and appoint in his place the following individuals who shall be entitled to qualify, singly and in the order named: STEVEN I. GREENWALD, ESQUIRE; LISA SUE FRIEDSTEIN; PAMELA BETH SIMON.

With respect to any trust created under Article THIRD, Article FOURTH or subdivision (a) of Article FIFTH of this Will, I nominate and appoint my husband, my daughter LISA SUE FRIEDSTEIN, and my daughter PAMELA BETH SIMON as Trustees hereunder.

With respect to any trust created under Article SIXTH or Article SEVENTH of this Will, I nominate and appoint my husband, SIMON L. BERNSTEIN, and my daughter PAMELA BETH SIMON as Trustees.

If either my husband, or PAMELA BETH SIMON fails to qualify or ceases to be qualified, I nominate and appoint in their place the following individuals who shall be entitled to qualify, singly and in the order named: LISA SUE FRIEDSTEIN; JILL IANTONI.

My Personal Representatives and Trustees at any time qualified hereunder are authorized and empowered to designate a person or persons or a bank or trust company to act with them and, subject to the foregoing, a sole surviving Personal Representative or Trustee at any time qualified hereunder is authorized and empowered to designate a person or persons or a bank or trust company to act with or to succeed him or her; provided, however, that JEANNIE BERNSTEIN shall never be designated as or serve as a Personal Representative or as a Trustee of any trust created hereunder.

At all times at least one Trustee of any trust created hereunder shall not have an interest in the income or principal of such trust.

I direct that no bond or other security shall be required of any Personal Representative or Trustee named herein or designated as herein provided for any reason whatsoever."

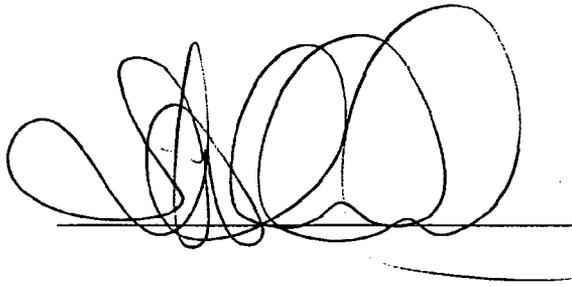
SECOND: I hereby confirm and republish my Will dated August 15, 2000, in all respects other than those herein mentioned.

IN WITNESS WHEREOF, I have signed this First Codicil consisting of 4 pages, this and the following pages included, and for the purpose of identification have placed my initials at the bottom of all pages, this 1st day of December, 2001.


SHIRLEY BERNSTEIN

We certify that the above instrument was on the date thereof signed and declared by SHIRLEY BERNSTEIN, as a First Codicil to her Will dated August 15, 2000, in our presence and that we, in her presence and in the presence of each other, have signed our names as witnesses thereto, believing SHIRLEY BERNSTEIN to be of sound mind at the time of signing.

Keith Curtis residing at 1344 N.W. 82nd Ave.
Coral Springs, Fl. 33071

 residing at 7239 Ballantrae Court
Boca Raton, Fl. 33496

5

SELF-PROOF AFFIDAVIT

STATE OF FLORIDA

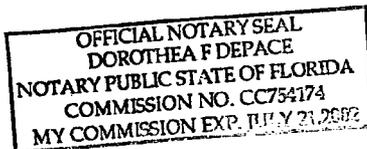
COUNTY OF PALM BEACH

We, SHIRLEY BERNSTEIN, the Testatrix and the witnesses respectively, whose names are signed to the attached or foregoing instrument, having been sworn, declared to the undersigned officer that the Testatrix signed this instrument as her First Codicil to her Last Will and Testament, and that she signed voluntarily and that each of the witnesses in the presence of the Testatrix, at her request, and in the presence of each other signed the Codicil as a witness and to the best of the knowledge of each witness the Testatrix was at that time 18 or more years of age, of sound mind and under no constraint or undue influence.

[Signature]
Testatrix
[Signature]
Witness
[Signature]
Witness

Subscribed and sworn to before me by SHIRLEY BERNSTEIN, the Testatrix, Sheila Cusick and Steven I. Greenwald, the witnesses, on the 1st day of December, 2001, all of whom personally appeared before me. SHIRLEY BERNSTEIN is personally known to me, Sheila Cusick is personally known to me, and Steven I. Greenwald is personally known to me.

[Signature]
Notary Public
My Commission Expires:



FIRST CODICIL TO
LAST WILL AND TESTAMENT OF
SIMON L. BERNSTEIN

ORIGINAL DOCUMENT AT
LAW OFFICES OF
STEVEN I. GREENWALD, P.A.
Boca Palm Professional Plaza
6971 N. Federal Highway
Suite 105
Boca Raton, Florida 33487

I, SIMON L. BERNSTEIN, a resident of the County of Palm Beach, State of Florida, declare that this is the First Codicil to my Last Will and Testament which is dated August 15, 2000.

FIRST: I revoke, in its entirety, Article EIGHTH of my Last Will and Testament. In place of this revoked Article EIGHTH, I substitute the following:

"EIGHTH: I nominate and appoint my wife, SHIRLEY BERNSTEIN, as my Personal Representative. If my wife fails to qualify or ceases to be qualified, I nominate and appoint in her place the following individuals who shall be entitled to qualify, singly and in the order named: STEVEN I. GREENWALD, ESQUIRE; LISA SUE FRIEDSTEIN; PAMELA BETH SIMON.

With respect to any trust created under Article THIRD, Article FOURTH or subdivision (a) of Article FIFTH of this Will, I nominate and appoint my wife, my daughter LISA SUE FRIEDSTEIN, and my daughter PAMELA BETH SIMON as Trustees hereunder.

With respect to any trust created under Article SIXTH or Article SEVENTH of this Will, I nominate and appoint my wife, SHIRLEY BERNSTEIN, and my daughter PAMELA BETH SIMON as Trustees.

If either my wife, or PAMELA BETH SIMON fails to qualify or ceases to be qualified, I nominate and appoint in her place the following individuals who shall be entitled to qualify, singly and in the order named: LISA SUE FRIEDSTEIN; JILL IANTONI.



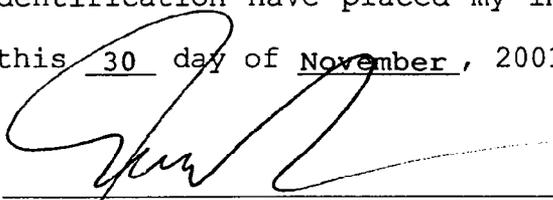
My Personal Representatives and Trustees at any time qualified hereunder are authorized and empowered to designate a person or persons or a bank or trust company to act with them and, subject to the foregoing, a sole surviving Personal Representative or Trustee at any time qualified hereunder is authorized and empowered to designate a person or persons or a bank or trust company to act with or to succeed him or her; provided, however, that JEANNIE BERNSTEIN shall never be designated as or serve as a Personal Representative or as a Trustee of any trust created hereunder.

At all times at least one Trustee of any trust created hereunder shall not have an interest in the income or principal of such trust.

I direct that no bond or other security shall be required of any Personal Representative or Trustee named herein or designated as herein provided for any reason whatsoever."

SECOND: I hereby confirm and republish my Will dated August 15, 2000, in all respects other than those herein mentioned.

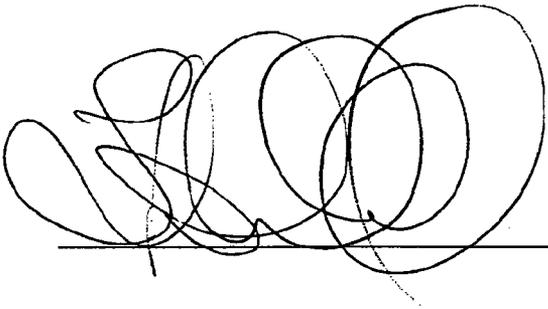
IN WITNESS WHEREOF, I have signed this First Codicil consisting of 4 pages, this and the following pages included, and for the purpose of identification have placed my initials at the bottom of all pages, this 30 day of November, 2001.



SIMON L. BERNSTEIN

We certify that the above instrument was on the date thereof signed and declared by SIMON L. BERNSTEIN, as a First Codicil to his Will dated August 15, 2000, in our presence and that we, in his presence and in the presence of each other, have signed our names as witnesses thereto, believing SIMON L. BERNSTEIN to be of sound mind at the time of signing.

 residing at 1344 N.W. 82nd Ave.
Coral Springs, Fl. 33071

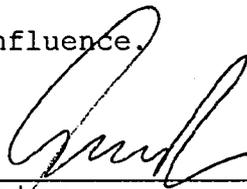
 residing at 7239 Ballantrae Court
Boca Raton, Fl. 33496

SELF-PROOF AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PALM BEACH

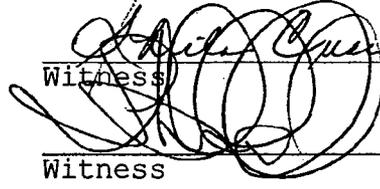
We, SIMON L. BERNSTEIN, the Testator and the witnesses respectively, whose names are signed to the attached or foregoing instrument, having been sworn, declared to the undersigned officer that the Testator signed this instrument as his First Codicil to his Last Will and Testament, and that he signed voluntarily and that each of the witnesses in the presence of the Testator, at his request, and in the presence of each other signed the Codicil as a witness and to the best of the knowledge of each witness the Testator was at that time 18 or more years of age, of sound mind and under no constraint or undue influence.



Testator

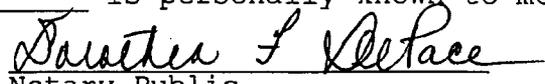


Witness



Witness

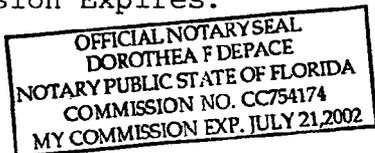
Subscribed and sworn to before me by SIMON L. BERNSTEIN, the Testator, Sheila Cusick and Steven I. Greenwald, the witnesses, on the 30 day of November, 2001, all of whom personally appeared before me. SIMON L. BERNSTEIN is personally known to me, Sheila Cusick is personally known to me, and Steven I. Greenwald is personally known to me.



Notary Public

My Commission Expires:

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LIVING WILL
OF
SHIRLEY BERNSTEIN

DATED *August 15, 2000*

PROSKAUER ROSE LLP

Attorneys at Law
2255 Glades Road, Suite 340 West
Boca Raton, FL 33431-7360

LIVING WILL
of
SHIRLEY BERNSTEIN

Declaration made this 15 day of August, 2000. I, SHIRLEY BERNSTEIN, willfully and voluntarily make known my desire that my dying not be artificially prolonged under the circumstances set forth below, and I do hereby declare that, if at any time I am incapacitated, as such term is defined in Florida Statutes § 765.101(8), as amended, or the comparable provision then in effect, and

- SB I have a terminal condition, or
SB I have an end-state condition, or
SB I am in a persistent vegetative state,

and if my attending or treating physician and another consulting physician have determined that there is no reasonable medical probability of my recovery from such condition, I direct that life-prolonging procedures be withheld or withdrawn when the application of such procedures would serve only to prolong artificially the process of dying, and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort care or to alleviate pain.

I desire that nutrition and hydration (food and water) be withheld or withdrawn when the application of such procedures would serve only to prolong artificially the process of dying.

It is my intention that this declaration be honored by my family and physician as the final expression of my legal right to refuse medical or surgical treatment and to accept the consequences for such refusal.

In the event that I have been determined to be unable to provide express and informed consent regarding the withholding, withdrawal, or continuation of life-prolonging procedures, I wish to designate, as my surrogate to carry out the provisions of this declaration:

Name: Simon Bernstein
Address: 7020 Lions Head Lane
Boca Raton, Florida 33496
Phone: (561) 477-9096

SB

If my surrogate is unwilling or unable to perform his duties,
I wish to designate as my alternate surrogate:

Name: Lisa Sue Friedstein

Address: 2142 Churchill Lane

Highland Park, Illinois 60035

Phone: _____

I understand the full import of this declaration, and I am
emotionally and mentally competent to make this declaration.

IN WITNESS WHEREOF, I have hereunder signed my name and
affixed my seal on the date set forth above.



SHIRLEY BERNSTEIN (Seal)

Signed, sealed and delivered in the presence of the following, at
least one of whom is neither a spouse or blood relative of the
principal:



Witness ALBERT W. GORTZ

Print Name 7565 BELLA VERDE WAY

Address DELRAY BEACH, FLORIDA 33446



Witness GEORGE D. KARIBJANIAN

Print Name 133 S.W. 20TH STREET

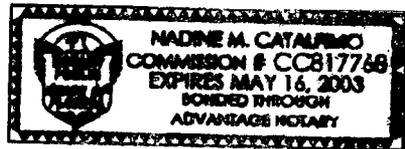
Address BOCA RATON, FLORIDA 33486

STATE OF FLORIDA)
)SS.:
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared SHIRLEY BERNSTEIN to me known and known to me to be the person described in or who has produced _____ as identification, and who executed the foregoing Living Will and she acknowledged to and before me that she executed the same for the purposes therein expressed.

Witness my hand and seal on the 15th day of August,
2000.

Nadine M. Catalino
Notary Public
Nadine M. Catalino
Print Name
1220 SW 25th Way
Address
Bognton Beach, FL 33426



LIVING WILL
OF
SIMON BERNSTEIN

DATED: *August 15, 2000*

PROSKAUER ROSE LLP

Attorneys at Law
2255 Glades Road, Suite 340 West
Boca Raton, FL 33431-7360

LIVING WILL
of
SIMON BERNSTEIN

Declaration made this 15 day of August, 2000. I, SIMON BERNSTEIN, willfully and voluntarily make known my desire that my dying not be artificially prolonged under the circumstances set forth below, and I do hereby declare that, if at any time I am incapacitated, as such term is defined in Florida Statutes § 765.101(8), as amended, or the comparable provision then in effect, and

- S I have a terminal condition, or
B I have an end-state condition, or
B I am in a persistent vegetative state,

and if my attending or treating physician and another consulting physician have determined that there is no reasonable medical probability of my recovery from such condition, I direct that life-prolonging procedures be withheld or withdrawn when the application of such procedures would serve only to prolong artificially the process of dying, and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort care or to alleviate pain.

I desire that nutrition and hydration (food and water) be withheld or withdrawn when the application of such procedures would serve only to prolong artificially the process of dying.

It is my intention that this declaration be honored by my family and physician as the final expression of my legal right to refuse medical or surgical treatment and to accept the consequences for such refusal.

In the event that I have been determined to be unable to provide express and informed consent regarding the withholding, withdrawal, or continuation of life-prolonging procedures, I wish to designate, as my surrogate to carry out the provisions of this declaration:

Name: Shirley Bernstein
Address: 7020 Lions Head Lane
Boca Raton, Florida 33496
Phone: (561) 477-9096

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HELD FOR SAFEKEEPING BY
PROSKAUER ROSE LLP
2255 GLADES ROAD
BOCA RATON, FLORIDA 33431



If my surrogate is unwilling or unable to perform her duties,
I wish to designate as my alternate surrogate:

Name: Lisa Sue Friedstein

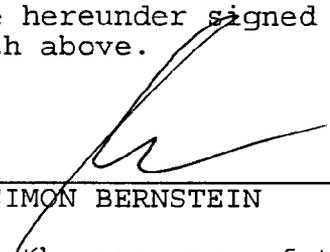
Address: 2142 Churchill Lane

Highland Park, Illinois 60035

Phone: _____

I understand the full import of this declaration, and I am
emotionally and mentally competent to make this declaration.

IN WITNESS WHEREOF, I have hereunder signed my name and
affixed my seal on the date set forth above.



SIMON BERNSTEIN

(Seal)

Signed, sealed and delivered in the presence of the following, at
least one of whom is neither a spouse or blood relative of the
principal:



Witness

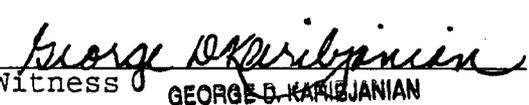
ALBERT W. GORTZ

Print Name

7565 BELLA VERDE WAY

Address

DELRAY BEACH, FLORIDA 33446



Witness

GEORGE D. KARIBJANIAN

Print Name

1133 S.W. 20TH STREET

Address

BOCA RATON, FLORIDA 33486

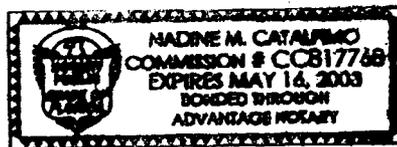
STATE OF FLORIDA)
)SS.:
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared
SIMON BERNSTEIN to me known and known to me to be the person described
in or who has produced _____ as identification,
and who executed the foregoing Living Will and he acknowledged to and
before me that he executed the same for the purposes therein expressed.

Witness my hand and seal on the 15th day of August,

2000.

Nadine M. Catalano
Notary Public
Nadine M. Catalano
Print Name
1220 SW 25th Way
Address
Boca Raton Beach, FL 33426



DURABLE
POWER OF ATTORNEY
OF
SHIRLEY BERNSTEIN

DATED *August 15, 2000*

PROSKAUER ROSE LLP

Attorneys at Law
2255 Glades Road, Suite 340 West
Boca Raton, FL 33431-7360

DURABLE POWER OF ATTORNEY
of
SHIRLEY BERNSTEIN

KNOW ALL PERSONS BY THESE PRESENTS, which are intended to constitute a DURABLE POWER OF ATTORNEY pursuant to Section 709.08 Florida Statutes:

That I, SHIRLEY BERNSTEIN, of Boca Raton, Florida, do hereby appoint my husband, SIMON BERNSTEIN, of Boca Raton, Florida, and my daughter PAMELA BETH SIMON of Chicago, Illinois, my attorney(s)-in-fact (hereinafter my "Attorney(s)") TO ACT severally in my name, place and stead in any way which I myself could do, if I were personally present.

This durable power of attorney shall not be affected by my subsequent disability, incapacity or incompetence, except as provided by statute, and shall be exercisable from the date hereof. All acts done by my Attorney(s) pursuant to this power shall bind me, my heirs, personal representatives and assigns.

All my property and interests in property are subject to this durable power of attorney.

Without limiting the generality of the foregoing, I authorize my Attorney(s) to:

1. Collect all sums of money and other property that may be payable or belong to me, and to execute receipts, releases, cancellations or discharges therefor.
2. Settle any account in which I have any interests and to pay or receive the balance of that account as the case may require.

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2255 GLADES ROAD
BOCA RATON, FLORIDA 33431

SB

3. Enter any safe deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions, substitutions and replacements.

4. Borrow such sums on such terms and conditions as my Attorney(s) may deem advisable, to give security therefor and to execute all notes, mortgages and other instruments that my Attorney(s) finds necessary or desirable, and specifically to convey or mortgage homestead property; provided, however, that if I am married at the time of such conveyance or mortgage, the joinder of my spouse or her legal guardian is required.

5. Draw, accept, endorse or otherwise deal with any checks or other commercial or mercantile instruments, specifically including the right to make withdrawals from any savings account or savings and loan deposit.

6. Redeem bonds issued by the United States Government or any of its agencies, any other bonds and any certificates of deposit or other similar assets belonging to me.

7. Sell bonds, shares of stock, warrants, debentures, or other assets belonging to me, and execute all assignments and other instruments necessary or proper for transferring them to the purchaser or purchasers, and give receipts and discharges for all money payable in respect thereto.

8. Invest and reinvest in any property, real, personal or otherwise, including but not limited to stocks, bonds or other securities, domestic or foreign, and shares or interests in investment companies, investment trusts or Common Trust Funds of a bank or trust company, that my Attorney(s) may deem advisable.

9. Vote at all meetings of stockholders of any company and otherwise act as my Attorney(s) or proxy in respect of my shares of stock or other securities or investments that now or hereafter may belong to me, and appoint substitutes or proxies with respect to any of those shares of stock, and to execute stock powers or similar documents on behalf of the principal and delegate to a transfer agent or a similar person the authority to register any stocks, bonds, or other securities either into or out of the principal's or nominee's name.

10. Represent me in all Federal, state and local tax matters, with full power, subject to revocation, to perform any and all acts that I can perform, including the power to receive, endorse and collect checks in payment of any refund of Federal, state or local taxes, penalties or interest; in connection with these tax matters, to delegate authority or to substitute another attorney or agent; to execute waivers (including offers of waivers) of restrictions on assessment or

SB

collection of deficiencies in tax and waivers of notice of disallowance of a claim for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to execute a closing agreement (under Section 7121 of the Internal Revenue Code or corresponding provision of state or local law) in respect to a tax liability or a specific matter; to execute a protest to a determination of taxes by a district director, or a state or local authority; to make, execute and file tax returns; to execute claims for refund or abatement; to execute applications for extensions of time to file tax returns; and to receive confidential information with respect to the above tax matters. This paragraph is intended to supersede any and all general powers of attorney with respect to tax matters (including any power merely to make, execute or file tax returns) heretofore given by me in my individual capacity i.e., powers which do not relate to taxes for a specified year or years or to a specified audit or proceeding or are not specific as to the taxes involved.

11. Alter, repair, improve, demolish, manage, partition, mortgage, lease for any period (including a period in excess of any fixed by statute), exchange, grant options to lease or to buy, and sell or dispose of, at public or private sale and upon such conditions and such terms as to cash and credit as my Attorney(s) may deem advisable, any of my property (real or personal) and to execute, acknowledge and deliver all instruments necessary to effectuate the foregoing.

12. Prosecute, defend and settle all actions or other legal proceedings in which I may have an interest.

13. Continue, settle or discontinue any business or partnership in which I may be interested.

14. The above power also includes the power to transfer in my name and on my behalf, by way of gift, any of my property (real or personal), in such amounts as my Attorney(s) may deem advisable, to such one or more of my descendants, including my Attorney(s), or such other persons or charitable organizations, equally or unequally, to any of them to the exclusion of the others and subject to such lawful trusts, terms and conditions as my Attorney(s), in their absolute discretion, shall determine; provided, however, that said amounts transferred to or for the benefit of a person shall not exceed, in the aggregate in any one calendar year, the amount allowed as an annual exclusion from the Federal gift tax provided in Section 2503(b) of the Internal Revenue Code of 1986, as amended, or the comparable provision in effect from time to time.

15. Transfer assets to an existing trust created by me.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this

SB

instrument may act hereunder, and that revocation or termination hereof by operation of law or otherwise shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation shall have been received by such third party, and I for myself or for my heirs, personal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

IN WITNESS WHEREOF, I have hereunder signed my name and affixed my seal this 15 day of August, 2000.

Signed, sealed and delivered in the presence of:

Albert W. Gortz
Witness ALBERT W. GORTZ
Print Name
7565 BELLA VERDE WAY
Address
DELRAY BEACH, FLORIDA 33446

Shirley Bernstein (Seal)
SHIRLEY BERNSTEIN
Print Name
7020 Lions Head Lane
Address
Boca Raton, Florida 33496

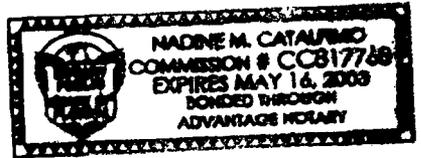
George D. Karibjanian
Witness GEORGE D. KARIBJANIAN
Print Name
1133 S.W. 20TH STREET
Address
BOCA RATON, FLORIDA 33486

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared SHIRLEY BERNSTEIN, to me known and known to me to be the person described in or who has produced _____ as identification, and who executed the foregoing Durable Power of Attorney, and she acknowledged to and before me that she executed the same for the purposes therein expressed.

Witness my hand and seal on the 15th day of August, 2000.

Nadine M. Catalano
Notary Public
Nadine M. Catalano
Print Name
1220 SW 25th Way
Address
Boynton Beach, FL 33426



DURABLE
POWER OF ATTORNEY
OF
SIMON BERNSTEIN

DATED: *August 15, 2000*

PROSKAUER ROSE LLP

Attorneys at Law
2255 Glades Road, Suite 340 West
Boca Raton, FL 33431-7360

DURABLE POWER OF ATTORNEY
of
SIMON BERNSTEIN

KNOW ALL PERSONS BY THESE PRESENTS, which are intended to constitute a DURABLE POWER OF ATTORNEY pursuant to Section 709.08 Florida Statutes:

That I, SIMON BERNSTEIN, of Boca Raton, Florida, do hereby appoint my wife, SHIRLEY BERNSTEIN, of Boca Raton, Florida, and my daughter PAMELA BETH SIMON of Chicago, Illinois, my attorney(s)-in-fact (hereinafter my "Attorney(s)") TO ACT severally in my name, place and stead in any way which I myself could do, if I were personally present.

This durable power of attorney shall not be affected by my subsequent disability, incapacity or incompetence, except as provided by statute, and shall be exercisable from the date hereof. All acts done by my Attorney(s) pursuant to this power shall bind me, my heirs, personal representatives and assigns.

All my property and interests in property are subject to this durable power of attorney.

Without limiting the generality of the foregoing, I authorize my Attorney(s) to:

1. Collect all sums of money and other property that may be payable or belong to me, and to execute receipts, releases, cancellations or discharges therefor.

2. Settle any account in which I have any interests and to pay or receive the balance of that account as the case may require.

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PROSKAUER ROSE LLP
2255 GLADES ROAD
BOCA RATON, FLORIDA 33431



3. Enter any safe deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions, substitutions and replacements.

4. Borrow such sums on such terms and conditions as my Attorney(s) may deem advisable, to give security therefor and to execute all notes, mortgages and other instruments that my Attorney(s) finds necessary or desirable, and specifically to convey or mortgage homestead property; provided, however, that if I am married at the time of such conveyance or mortgage, the joinder of my spouse or her legal guardian is required.

5. Draw, accept, endorse or otherwise deal with any checks or other commercial or mercantile instruments, specifically including the right to make withdrawals from any savings account or savings and loan deposit.

6. Redeem bonds issued by the United States Government or any of its agencies, any other bonds and any certificates of deposit or other similar assets belonging to me.

7. Sell bonds, shares of stock, warrants, debentures, or other assets belonging to me, and execute all assignments and other instruments necessary or proper for transferring them to the purchaser or purchasers, and give receipts and discharges for all money payable in respect thereto.

8. Invest and reinvest in any property, real, personal or otherwise, including but not limited to stocks, bonds or other securities, domestic or foreign, and shares or interests in investment companies, investment trusts or Common Trust Funds of a bank or trust company, that my Attorney(s) may deem advisable.

9. Vote at all meetings of stockholders of any company and otherwise act as my Attorney(s) or proxy in respect of my shares of stock or other securities or investments that now or hereafter may belong to me, and appoint substitutes or proxies with respect to any of those shares of stock, and to execute stock powers or similar documents on behalf of the principal and delegate to a transfer agent or a similar person the authority to register any stocks, bonds, or other securities either into or out of the principal's or nominee's name.

10. Represent me in all Federal, state and local tax matters, with full power, subject to revocation, to perform any and all acts that I can perform, including the power to receive, endorse and collect checks in payment of any refund of Federal, state or local taxes, penalties or interest; in connection with these tax matters, to delegate authority or to substitute another attorney or agent; to execute waivers (including offers of waivers) of restrictions on assessment or

collection of deficiencies in tax and waivers of notice of disallowance of a claim for credit or refund; to execute consents extending the statutory period for assessment or collection of taxes; to execute a closing agreement (under Section 7121 of the Internal Revenue Code or corresponding provision of state or local law) in respect to a tax liability or a specific matter; to execute a protest to a determination of taxes by a district director, or a state or local authority; to make, execute and file tax returns; to execute claims for refund or abatement; to execute applications for extensions of time to file tax returns; and to receive confidential information with respect to the above tax matters. This paragraph is intended to supersede any and all general powers of attorney with respect to tax matters (including any power merely to make, execute or file tax returns) heretofore given by me in my individual capacity i.e., powers which do not relate to taxes for a specified year or years or to a specified audit or proceeding or are not specific as to the taxes involved.

11. Alter, repair, improve, demolish, manage, partition, mortgage, lease for any period (including a period in excess of any fixed by statute), exchange, grant options to lease or to buy, and sell or dispose of, at public or private sale and upon such conditions and such terms as to cash and credit as my Attorney(s) may deem advisable, any of my property (real or personal) and to execute, acknowledge and deliver all instruments necessary to effectuate the foregoing.

12. Prosecute, defend and settle all actions or other legal proceedings in which I may have an interest.

13. Continue, settle or discontinue any business or partnership in which I may be interested.

14. The above power also includes the power to transfer in my name and on my behalf, by way of gift, any of my property (real or personal), in such amounts as my Attorney(s) may deem advisable, to such one or more of my descendants, including my Attorney(s), or such other persons or charitable organizations, equally or unequally, to any of them to the exclusion of the others and subject to such lawful trusts, terms and conditions as my Attorney(s), in their absolute discretion, shall determine; provided, however, that said amounts transferred to or for the benefit of a person shall not exceed, in the aggregate in any one calendar year, the amount allowed as an annual exclusion from the Federal gift tax provided in Section 2503(b) of the Internal Revenue Code of 1986, as amended, or the comparable provision in effect from time to time.

15. Transfer assets to an existing trust created by me.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this



instrument may act hereunder, and that revocation or termination hereof by operation of law or otherwise shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation shall have been received by such third party, and I for myself or for my heirs, personal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

IN WITNESS WHEREOF, I have hereunder signed my name and affixed my seal this 18 day of August, 2000.

Signed, sealed and delivered in the presence of:

Albert W. Gortz
Witness ALBERT W. GORTZ

Print Name
7565 BELLA VERDE WAY
Address
DELRAY BEACH, FLORIDA 33446

[Signature] (Seal)
SIMON BERNSTEIN
Print Name
7020 Lions Head Lane
Address
Boca Raton, Florida 33496

George D. Karibjanian
Witness GEORGE D. KARIBJANIAN

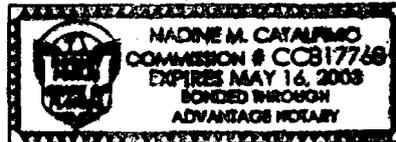
Print Name
1133 S.W. 20TH STREET
Address
BOCA RATON, FLORIDA 33486

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared
SIMON BERNSTEIN, to me known and known to me to be the person described
in or who has produced _____ as identification,
and who executed the foregoing Durable Power of Attorney, and he
acknowledged to and before me that he executed the same for the purposes
therein expressed.

Witness my hand and seal on the 15th day of August,
2000.

Nadine M. Catalano
Notary Public
Nadine M. Catalano
Print Name
1220 SW 25th Way
Address
Boynton Beach, FL 33426



DESIGNATION
OF
HEALTH CARE SURROGATE
OF
SIMON BERNSTEIN

DATED *August 15, 2000*

PROSKAUER ROSE LLP

Attorneys at Law
2255 Glades Road, Suite 340 West
Boca Raton, FL 33431-7360

DESIGNATION OF HEALTH CARE SURROGATE
of
SIMON BERNSTEIN

Designation made this 16 day of August, 2000.

I, SIMON BERNSTEIN, do hereby declare, that in the event that I have been determined to be incapacitated to provide informed consent for medical treatment and surgical and diagnostic procedures, I wish to designate as my surrogate for health care decisions:

Name: Shirley Bernstein

Address: 7020 Lions Head Lane

Boca Raton, Florida 33496

Phone: (561) 477-9096

If my surrogate is unwilling or unable to perform his duties, I wish to designate as my alternate surrogate:

Name: Lisa Sue Friedstein

Address: 2142 Churchill Lane

Highland Park, Illinois 60035

Phone: _____

I fully understand that this designation will permit my designee to make health care decisions and to provide, withhold, or withdraw consent on my behalf; to apply for public benefits to defray the cost of health care; and to authorize my admission to or transfer from a health care facility.

Additional instructions:

Without limiting the generality of the foregoing, upon the activation of this designation as provided above I authorize my health care surrogate to arrange for medical, therapeutical and surgical procedures for me, the administration of medication, nutrition and hydration and to communicate the health care decisions made by me pursuant to this Designation of Health Care Surrogate. My health care surrogate shall specifically be excepted from making those decisions as may be subject to a Living Will which I may have executed; if no such

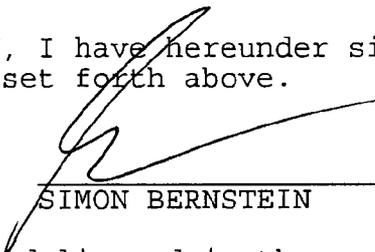


Living Will is found, I delegate to my health care surrogate the authority to consent to any withholding or withdrawing life-prolonging procedures as may be described in Part III of Chapter 765 of the Florida Statutes, as the same may be amended from time to time.

I further delegate to my health care surrogate the authority to contract in my name and on my behalf for all health care services, including, without limitation, medical, hospital and nursing care, which, in the opinion of my health care surrogate, I may require. I confirm that I will be and remain liable to pay for such health care services provided me at the direction of my health care surrogate and confirm that my health care surrogate shall have no liability to pay for any health care services contracted for on my behalf. I agree to indemnify and hold harmless my health care surrogate from and against all claims, damages, costs and expenses (including reasonable attorneys' fees) with respect to any decision, act, transaction or omission made or done in good faith in his or her capacity as my health care surrogate.

I further affirm that this designation is not being made as a condition of treatment or admission to a health care facility.

IN WITNESS WHEREOF, I have hereunder signed my name and affixed my seal on the date set forth above.


_____(Seal)
SIMON BERNSTEIN

Signed, sealed and delivered in the presence of the following, at least one of whom is neither a spouse or blood relative of the principal:



Witness

Print Name

Address

Witness

Print Name

Address

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared
SIMON BERNSTEIN, to me known and known to me to be the person described
in or who has produced _____ as identification,
and who executed the foregoing Designation of Health Care Surrogate and
he acknowledged to and before me that he executed the same for the
purposes therein expressed.

Witness my hand and seal on the ____ day of _____,
2000.

Notary Public

Print Name

Address

DESIGNATION
OF
HEALTH CARE SURROGATE
OF
SIMON BERNSTEIN

DATED *August 15, 2000*

PROSKAUER ROSE LLP

Attorneys at Law
2255 Glades Road, Suite 340 West
Boca Raton, FL 33431-7360

DESIGNATION OF HEALTH CARE SURROGATE
of
SIMON BERNSTEIN

Designation made this 16 day of August, 2000.

I, SIMON BERNSTEIN, do hereby declare, that in the event that I have been determined to be incapacitated to provide informed consent for medical treatment and surgical and diagnostic procedures, I wish to designate as my surrogate for health care decisions:

Name: Shirley Bernstein

Address: 7020 Lions Head Lane

Boca Raton, Florida 33496

Phone: (561) 477-9096

If my surrogate is unwilling or unable to perform his duties, I wish to designate as my alternate surrogate:

Name: Lisa Sue Friedstein

Address: 2142 Churchill Lane

Highland Park, Illinois 60035

Phone: _____

I fully understand that this designation will permit my designee to make health care decisions and to provide, withhold, or withdraw consent on my behalf; to apply for public benefits to defray the cost of health care; and to authorize my admission to or transfer from a health care facility.

Additional instructions:

Without limiting the generality of the foregoing, upon the activation of this designation as provided above I authorize my health care surrogate to arrange for medical, therapeutical and surgical procedures for me, the administration of medication, nutrition and hydration and to communicate the health care decisions made by me pursuant to this Designation of Health Care Surrogate. My health care surrogate shall specifically be excepted from making those decisions as may be subject to a Living Will which I may have executed; if no such

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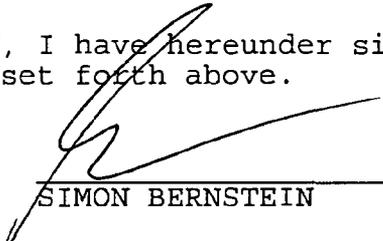


Living Will is found, I delegate to my health care surrogate the authority to consent to any withholding or withdrawing life-prolonging procedures as may be described in Part III of Chapter 765 of the Florida Statutes, as the same may be amended from time to time.

I further delegate to my health care surrogate the authority to contract in my name and on my behalf for all health care services, including, without limitation, medical, hospital and nursing care, which, in the opinion of my health care surrogate, I may require. I confirm that I will be and remain liable to pay for such health care services provided me at the direction of my health care surrogate and confirm that my health care surrogate shall have no liability to pay for any health care services contracted for on my behalf. I agree to indemnify and hold harmless my health care surrogate from and against all claims, damages, costs and expenses (including reasonable attorneys' fees) with respect to any decision, act, transaction or omission made or done in good faith in his or her capacity as my health care surrogate.

I further affirm that this designation is not being made as a condition of treatment or admission to a health care facility.

IN WITNESS WHEREOF, I have hereunder signed my name and affixed my seal on the date set forth above.



SIMON BERNSTEIN (Seal)

Signed, sealed and delivered in the presence of the following, at least one of whom is neither a spouse or blood relative of the principal:



Witness

Print Name

Address

Witness

Print Name

Address

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared
SIMON BERNSTEIN, to me known and known to me to be the person described
in or who has produced _____ as identification,
and who executed the foregoing Designation of Health Care Surrogate and
he acknowledged to and before me that he executed the same for the
purposes therein expressed.

Witness my hand and seal on the ____ day of _____,
2000.

Notary Public

Print Name

Address

DESIGNATION
OF
HEALTH CARE SURROGATE
OF
SHIRLEY BERNSTEIN

DATED: *August 15, 2000*

PROSKAUER ROSE LLP

Attorneys at Law
2255 Glades Road, Suite 340 West
Boca Raton, FL 33431-7360

DESIGNATION OF HEALTH CARE SURROGATE
of
SHIRLEY BERNSTEIN

Designation made this 15 day of August, 2000.

I, SHIRLEY BERNSTEIN, do hereby declare, that in the event that I have been determined to be incapacitated to provide informed consent for medical treatment and surgical and diagnostic procedures, I wish to designate as my surrogate for health care decisions:

Name: Simon Bernstein

Address: 7020 Lions Head Lane

Boca Raton, Florida 33496

Phone: (561) 477-9096

If my surrogate is unwilling or unable to perform his duties, I wish to designate as my alternate surrogate:

Name: Lisa Sue Friedstein

Address: 2142 Churchill Lane

Highland Park, Illinois 60035

Phone: _____

I fully understand that this designation will permit my designee to make health care decisions and to provide, withhold, or withdraw consent on my behalf; to apply for public benefits to defray the cost of health care; and to authorize my admission to or transfer from a health care facility.

Additional instructions:

Without limiting the generality of the foregoing, upon the activation of this designation as provided above I authorize my health care surrogate to arrange for medical, therapeutical and surgical procedures for me, the administration of medication, nutrition and hydration and to communicate the health care decisions made by me pursuant to this Designation of Health Care Surrogate. My health care surrogate shall specifically be excepted from making those decisions as may be subject to a Living Will which I may have executed; if no such

THE ORIGINAL OF THIS DOCUMENT IS BEING
HELD FOR SAFEKEEPING BY
PROSKAUER ROSE LLP
2255 GLADES ROAD
BOCA RATON, FLORIDA 33431

SB

Living Will is found, I delegate to my health care surrogate the authority to consent to any withholding or withdrawing life-prolonging procedures as may be described in Part III of Chapter 765 of the Florida Statutes, as the same may be amended from time to time.

I further delegate to my health care surrogate the authority to contract in my name and on my behalf for all health care services, including, without limitation, medical, hospital and nursing care, which, in the opinion of my health care surrogate, I may require. I confirm that I will be and remain liable to pay for such health care services provided me at the direction of my health care surrogate and confirm that my health care surrogate shall have no liability to pay for any health care services contracted for on my behalf. I agree to indemnify and hold harmless my health care surrogate from and against all claims, damages, costs and expenses (including reasonable attorneys' fees) with respect to any decision, act, transaction or omission made or done in good faith in his or her capacity as my health care surrogate.

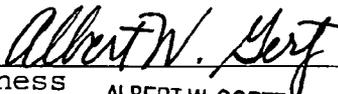
I further affirm that this designation is not being made as a condition of treatment or admission to a health care facility.

IN WITNESS WHEREOF, I have hereunder signed my name and affixed my seal on the date set forth above.



SHIRLEY BERNSTEIN (Seal)

Signed, sealed and delivered in the presence of the following, at least one of whom is neither a spouse or blood relative of the principal:



Witness ALBERT W. GORTZ

Print Name
7565 BELLA VERDE WAY

Address DELRAY BEACH, FLORIDA 33446



Witness GEORGE D. KARIBJANIAN

Print Name
1133 S.W. 20TH STREET

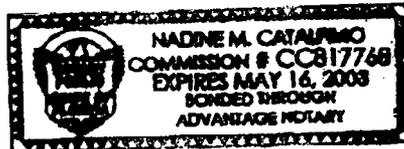
Address BOCA RATON, FLORIDA 33486

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared SHIRLEY BERNSTEIN, to me known and known to me to be the person described in or who has produced _____ as identification, and who executed the foregoing Designation of Health Care Surrogate and she acknowledged to and before me that she executed the same for the purposes therein expressed.

Witness my hand and seal on the 15th day of August, 2000.

Nadine M. Catalano
Notary Public
Nadine M. Catalano
Print Name
1226 SW 25th Way
Address
Boynton Beach, FL 33426



DESIGNATION
OF
HEALTH CARE SURROGATE
OF
SHIRLEY BERNSTEIN

DATED: *August 15, 2000*

PROSKAUER ROSE LLP

Attorneys at Law
2255 Glades Road, Suite 340 West
Boca Raton, FL 33431-7360

DESIGNATION OF HEALTH CARE SURROGATE
of
SHIRLEY BERNSTEIN

Designation made this 15 day of August, 2000.

I, SHIRLEY BERNSTEIN, do hereby declare, that in the event that I have been determined to be incapacitated to provide informed consent for medical treatment and surgical and diagnostic procedures, I wish to designate as my surrogate for health care decisions:

Name: Simon Bernstein

Address: 7020 Lions Head Lane
Boca Raton, Florida 33496

Phone: (561) 477-9096

If my surrogate is unwilling or unable to perform his duties, I wish to designate as my alternate surrogate:

Name: Lisa Sue Friedstein

Address: 2142 Churchill Lane
Highland Park, Illinois 60035

Phone: _____

I fully understand that this designation will permit my designee to make health care decisions and to provide, withhold, or withdraw consent on my behalf; to apply for public benefits to defray the cost of health care; and to authorize my admission to or transfer from a health care facility.

Additional instructions:

Without limiting the generality of the foregoing, upon the activation of this designation as provided above I authorize my health care surrogate to arrange for medical, therapeutical and surgical procedures for me, the administration of medication, nutrition and hydration and to communicate the health care decisions made by me pursuant to this Designation of Health Care Surrogate. My health care surrogate shall specifically be excepted from making those decisions as may be subject to a Living Will which I may have executed; if no such

SB

Living Will is found, I delegate to my health care surrogate the authority to consent to any withholding or withdrawing life-prolonging procedures as may be described in Part III of Chapter 765 of the Florida Statutes, as the same may be amended from time to time.

I further delegate to my health care surrogate the authority to contract in my name and on my behalf for all health care services, including, without limitation, medical, hospital and nursing care, which, in the opinion of my health care surrogate, I may require. I confirm that I will be and remain liable to pay for such health care services provided me at the direction of my health care surrogate and confirm that my health care surrogate shall have no liability to pay for any health care services contracted for on my behalf. I agree to indemnify and hold harmless my health care surrogate from and against all claims, damages, costs and expenses (including reasonable attorneys' fees) with respect to any decision, act, transaction or omission made or done in good faith in his or her capacity as my health care surrogate.

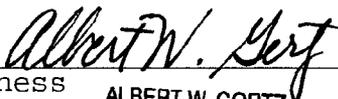
I further affirm that this designation is not being made as a condition of treatment or admission to a health care facility.

IN WITNESS WHEREOF, I have hereunder signed my name and affixed my seal on the date set forth above.



SHIRLEY BERNSTEIN (Seal)

Signed, sealed and delivered in the presence of the following, at least one of whom is neither a spouse or blood relative of the principal:



Witness ALBERT W. GORTZ
Print Name
7565 BELLA VERDE WAY
Address
DELRAY BEACH, FLORIDA 33446



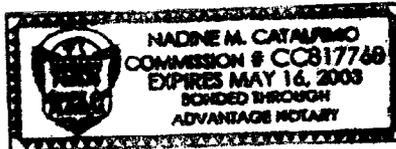
Witness GEORGE D. KARIBJANIAN
Print Name
1133 S.W. 20TH STREET
Address
BOCA RATON, FLORIDA 33486

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared SHIRLEY BERNSTEIN, to me known and known to me to be the person described in or who has produced _____ as identification, and who executed the foregoing Designation of Health Care Surrogate and she acknowledged to and before me that she executed the same for the purposes therein expressed.

Witness my hand and seal on the 15th day of August, 2000.

Nadine M. Catalano
Notary Public
Nadine M. Catalano
Print Name
1226 SW 25th Way
Address
Boynton Beach, FL 33426



**Simon L. Bernstein
7020 Lions Head Lane
Boca Raton, Florida 33496**

October 17, 2011

Wilmington Trust Company
Attn: Ms. Carece Rufe, CTFA
1100 North Market Street
Wilmington, DE 19890-0001

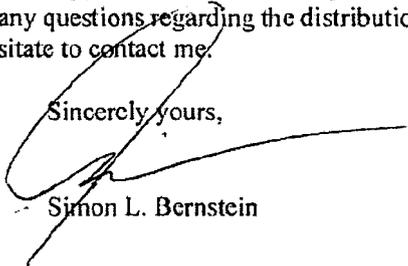
Re: Simon L. Bernstein Irrevocable Trust

Dear Ms. Rufe:

I am the settlor and the beneficiary of the above-referenced Trust of which Mr. William Stansbury is named as the Trust Protector. At the time that I established the Trust in 2008, I funded the Trust with my partnership interest in Bernstein Investments, LLLP, for asset protection purposes. Three years have passed since the establishment of the Trust and I am no longer in need of the protections afforded by the Trust. Whereas the primary purpose of the Trust is now obsolete, I formally request that you distribute the assets held by the Trust to my revocable trust and terminate the Simon L. Bernstein Irrevocable Trust immediately thereafter.

As was requested, I have enclosed a copy of the latest brokerage statement for Bernstein Family Investments, LLLP. If you have any questions regarding the distribution from the Trust or the Trust's termination, please do not hesitate to contact me.

Sincerely yours,


Simon L. Bernstein

Enc.



JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014

BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

Asset Account

J.P. Morgan Team

Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
Marcos Bonfante	Client Service Team	877/576-0417
Christopher Bernat	Client Service Team	
Sandra Harding	Client Service Team	
Kimberly Chapman	Client Service Team	
Online access	www.MorganOnline.com	

For important information regarding your accounts refer to the rear of your statement

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Client News

J.P. Morgan Securities LLC's (JPMS LLC) and J.P. Morgan Clearing Corp.'s (JPMCC) Net Capital and Net Capital Requirements

At June 30, 2011, JPMS LLC's net capital of \$11.3 billion exceeded the minimum regulatory net capital requirement of \$1.5 billion by \$9.8 billion. JPMCC's net capital of \$6.9 billion was approximately 7.2% of aggregate debit items and exceeded the minimum regulatory net capital requirement of \$1.9 billion by \$5.0 billion.

Complete copies of JPMS LLC's and JPMCC's individual unaudited Statement of Financial Condition may be obtained, at no cost, by accessing the following JPMorgan Chase & Co. website address:

<http://investor.shareholder.com/jpmorganchase/financial-condition.cfm>

Additionally, you may call the following toll-free phone number to request a hard copy of the statement:
1-866-576-1300

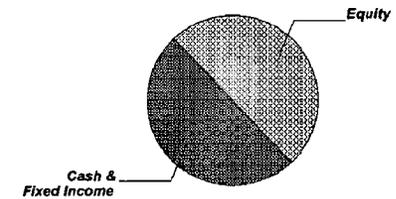


Account Summary

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Equity	1,050,971.87	999,771.98	(51,199.89)	39,631.21	50%
Cash & Fixed Income	1,120,647.26	972,835.59	(147,811.67)	50,977.37	50%
Market Value	\$2,171,619.13	\$1,972,607.57	(\$199,011.56)	\$90,608.58	100%
Accruals	10,821.73	9,977.95	(843.78)		
Market Value with Accruals	\$2,182,440.86	\$1,982,585.52	(\$199,855.34)		

Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	2,171,619.13	2,944,996.10
Contributions	1,320.00	261,273.56
Withdrawals & Fees	(139,704.86)	(1,263,522.69)
Net Contributions/Withdrawals	(\$138,384.86)	(\$1,002,249.13)
Income & Distributions	6,952.22	86,300.00
Change In Investment Value	(67,578.92)	(56,439.40)
Ending Market Value	\$1,972,607.57	\$1,972,607.57
Accruals	9,977.95	9,977.95
Market Value with Accruals	\$1,982,585.52	\$1,982,585.52

Asset Allocation





BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

Account Summary CONTINUED

Tax Summary	Current Period Value	Year-to-Date Value
Domestic Dividends/Distributions	3,863.00	31,545.05
Foreign Dividends	136.50	409.50
Currency Gain/Loss		7,103.92
Interest Income	2,017.66	25,991.21
Ordinary Income		8,405.17
Taxable Income	\$6,017.16	\$73,454.85
Tax-Exempt Income	935.06	8,174.65
Tax-Exempt Income	\$935.06	\$8,174.65
Partnership/Alt Asset Distributions		4,670.50
Other Income & Receipts		\$4,670.50
Cost Summary		
		Cost
Equity		814,106.36
Cash & Fixed Income		682,567.55
Total		\$1,496,673.91

	Current Period Value	Year-to-Date Value
ST Realized Gain/Loss		1,444.64
LT Realized Gain/Loss		(56.37)
Realized Gain/Loss		\$1,388.27
		To-Date Value
Unrealized Gain/Loss		\$282,893.42

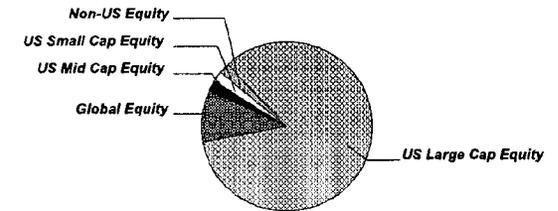


BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

Equity Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
US Large Cap Equity	893,145.19	858,325.16	(34,820.03)	42%
US Mid Cap Equity	18,024.00	16,404.00	(1,620.00)	1%
US Small Cap Equity	24,309.93	22,070.07	(2,239.86)	1%
US Small/Mid Cap Equity	0.00	0.00	0.00	
Non-US Equity	12,801.75	11,722.75	(1,079.00)	1%
Global Equity	102,691.00	91,250.00	(11,441.00)	5%
Total Value	\$1,050,971.87	\$999,771.98	(\$51,199.89)	50%

Asset Categories



Equity as a percentage of your portfolio - 50 %

Market Value/Cost	Current Period Value
Market Value	999,771.98
Tax Cost	814,106.36
Unrealized Gain/Loss	185,665.62
Estimated Annual Income	39,631.21
Accrued Dividends	1,283.00
Yield	3.96 %

Equity Detail

	Price	Quantity	Value	Adjusted Tax Cost Original Cost	Unrealized Gain/Loss	Est. Annual Inc. Accrued Div.	Yield
US Large Cap Equity							
ABBOTT LABORATORIES 002824-10-0 ABT	51.14	350.000	17,899.00	16,158.00	1,741.00	672.00	3.75 %

J.P.Morgan



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

	Price	Quantity	Value	Adjusted Tax Cost Original Cost	Unrealized Gain/Loss	Est. Annual Inc. Accrued Div.	Yield
US Large Cap Equity							
APPLE INC. 037833-10-0 AAPL	381.32	250.000	95,330.00	22,100.00	73,230.00		
AT&T INC 00206R-10-2 T	28.52	750.000	21,390.00	18,000.00	3,390.00	1,290.00	6.03 %
BERKSHIRE HATHAWAY INC DEL CL B 084670-70-2 BRK B	71.04	200.000	14,208.00	14,400.00	(192.00)		
BLACKSTONE GROUP LP 09253U-10-8 BX	11.98	1,000.000	11,980.00	13,530.00	(1,550.00)	400.00	3.34 %
BRISTOL MYERS SQUIBB CO 110122-10-8 BMY	31.38	1,000.000	31,380.00	24,650.00	6,730.00	1,320.00	4.21 %
CHEVRON CORP 166764-10-0 CVX	92.59	200.000	18,518.00	19,424.00	(906.00)	624.00	3.37 %
COCA-COLA CO 191216-10-0 KO	67.56	250.000	16,890.00	16,237.50	652.50	470.00 117.50	2.78 %
DOW CHEMICAL CO 260543-10-3 DOW	22.46	2,000.000	44,920.00	29,150.00	15,770.00	2,000.00 500.00	4.45 %
DUKE ENERGY CORP 26441C-10-5 DUK	19.99	2,750.000	54,972.50	41,675.50	13,297.00	2,750.00	5.00 %
EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND 27828N-10-2 ETY	8.53	1,500.000	12,795.00	14,194.90	(1,399.90)	1,737.00	13.58 %
ELI LILLY & CO 532457-10-8 LLY	36.97	300.000	11,091.00	10,038.00	1,053.00	588.00	5.30 %
EV ENERGY PARTNER LP 26926V-10-7 EVEP	71.68	750.000	53,760.00	18,487.00	35,273.00	2,283.00	4.25 %
EXXON MOBIL CORP 30231G-10-2 XOM	72.63	250.000	18,157.50	15,500.00	2,657.50	470.00	2.59 %

J.P.Morgan



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

	Price	Quantity	Value	Adjusted Tax Cost Original Cost	Unrealized Gain/Loss	Est. Annual Inc. Accrued Div.	Yield
US Large Cap Equity							
FRONTIER COMMUNICATIONS CORPORATION 35906A-10-8 FTR	6.11	156.000	953.16	1,184.05	(230.89)	117.00	12.27 %
GENERAL DYNAMICS CORP 369550-10-8 GD	56.89	400.000	22,756.00	21,300.00	1,456.00	752.00	3.30 %
GENERAL ELECTRIC CO 369604-10-3 GE	15.22	1,500.000	22,830.00	25,000.00	(2,170.00)	900.00 225.00	3.94 %
GOOGLE INC CL A 38259P-50-8 GOOG	515.04	100.000	51,504.00	55,700.00	(4,196.00)		
JOHNSON & JOHNSON 478160-10-4 JNJ	63.69	400.000	25,476.00	23,400.00	2,076.00	912.00	3.58 %
JOHNSON CONTROLS INC 478366-10-7 JCI	26.37	300.000	7,911.00	12,164.00	(4,253.00)	192.00 48.00	2.43 %
KIMBERLY-CLARK CORP 494368-10-3 KMB	71.01	250.000	17,752.50	14,000.00	3,752.50	700.00 175.00	3.94 %
KINDER MORGAN ENERGY PARTNERSHIP L P UNIT OF LIMITED PARTNERSHIP INT 494550-10-6 KMP	68.38	400.000	27,352.00	19,400.00	7,952.00	1,840.00	6.73 %
KRAFT FOODS INC CLASS A 50075N-10-4 KFT	33.58	750.000	25,185.00	21,000.00	4,185.00	870.00 217.50	3.45 %
MC DONALDS CORP 580135-10-1 MCD	87.82	500.000	43,910.00	30,634.00	13,276.00	1,400.00	3.19 %
MS CONT BUFF EQ SPX 4/10/12 75% CONTIN BARRIER - 12%CPN- 30%MAXPMT INITIAL LEVEL-09/24/10 SPX: 1148.67 617482-NR-1	101.99	50,000.000	50,992.50	50,000.00	992.50		



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

	Price	Quantity	Value	Adjusted Tax Cost Original Cost	Unrealized Gain/Loss	Est. Annual Inc. Accrued Div.	Yield
US Large Cap Equity							
PEOPLE'S UNITED FINANCIAL INC 712704-10-5 PBCT	11.40	1,000.000	11,400.00	13,320.00	(1,920.00)	630.00	5.53 %
PFIZER INC 717081-10-3 PFE	17.68	1,500.000	26,520.00	24,175.00	2,345.00	1,200.00	4.52 %
PROCTER & GAMBLE CO 742718-10-9 PG	63.18	450.000	28,431.00	26,988.00	1,443.00	945.00	3.32 %
SECTOR SPDR TR SBI INT-FINL SEDOL 2364038 81369Y-60-5 XLF	11.81	3,000.000	35,430.00	30,529.20	4,900.80	603.00	1.70 %
SOUTHERN CO 842587-10-7 SO	42.37	300.000	12,711.00	11,437.00	1,274.00	567.00	4.46 %
VERIZON COMMUNICATIONS INC 92343V-10-4 VZ	36.80	650.000	23,920.00	17,565.93	6,354.07	1,300.00	5.43 %
Total US Large Cap Equity			\$858,325.16	\$671,342.08	\$186,983.08	\$27,532.00 \$1,283.00	3.21 %
US Mid Cap Equity							
ENERGY TRANSFER PARTNERS L P 29273R-10-9 ETP	41.01	400.000	16,404.00	17,364.00	(960.00)	1,430.00	8.72 %
US Small Cap Equity							
FBR FDS SML CAP FINL 30246J-20-8 FBRS X	14.78	1,493.239	22,070.07	25,375.45	(3,305.38)	85.11	0.39 %



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

	Price	Quantity	Value	Adjusted Tax Cost Original Cost	Unrealized Gain/Loss	Est. Annual Inc. Accrued Div.	Yield
Non-US Equity							
BP PLC SPONS ADR 055622-10-4 BP	36.07	325.000	11,722.75	13,867.00	(2,144.25)	546.00	4.66%
Global Equity							
EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND 27828S-10-1 ETG	12.18	3,500.000	42,630.00	35,744.90	6,885.10	4,305.00	10.10%
EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND 27829C-10-5 ETW	9.76	1,000.000	9,760.00	11,958.81	(2,198.81)	1,210.00	12.40%
EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND 27829F-10-8 EXG	8.00	3,500.000	28,000.00	28,132.12	(132.12)	3,979.50	14.21%
ISHARES S&P GLOBAL TELECOMMUNICATION 464287-27-5 IXP	54.30	200.000	10,860.00	10,322.00	538.00	543.60	5.01%
Total Global Equity			\$91,250.00	\$86,157.83	\$5,092.17	\$10,038.10	11.00%



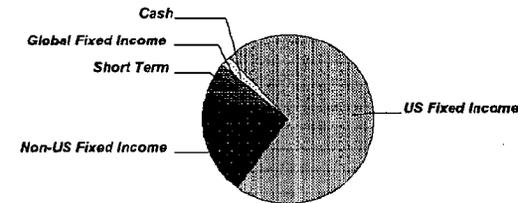
BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

Cash & Fixed Income Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
Cash	149,253.11	16,685.05	(132,568.06)	1%
Short Term	30,947.50	30,700.00	(247.50)	2%
US Fixed Income	701,292.78	703,464.72	2,171.94	36%
Non-US Fixed Income	212,573.87	197,805.82	(14,768.05)	10%
Global Fixed Income	26,580.00	24,180.00	(2,400.00)	1%
Total Value	\$1,120,647.26	\$972,835.59	(\$147,811.67)	50%

Market Value/Cost	Current Period Value
Market Value	972,835.59
Tax Cost	682,567.55
Unrealized Gain/Loss	97,227.80
Estimated Annual Income	50,977.37
Accrued Interest	8,694.95
Yield	3.85%

Asset Categories



Cash & Fixed Income as a percentage of your portfolio - 50 %



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

SUMMARY BY MATURITY

Cash & Fixed Income	Market Value	% of Bond Portfolio
0-6 months ¹	500,451.52	54%
6-12 months ¹	10,200.00	1%
1-5 years ¹	262,422.26	26%
5-10 years ¹	132,644.72	13%
10+ years ¹	67,117.09	6%
Total Value	\$972,835.59	100%

¹ The years indicate the number of years until the bond is scheduled to mature based on the statement end date. Some bonds may be called, or paid in full, before their stated maturity.

Note: P indicates position adjusted for Pending Trade Activity.

¹ This is the Annual Percentage Yield (APY) which is the rate earned if balances remain on deposit for a full year with compounding, there is no change in the interest rate and all interest is left in the account.

Note: ** Unrealized Gain/Loss is shown as "N/A" in cases where we do not have appropriate cost information for all tax lots comprising the position. Please contact your J.P. Morgan team for additional information.

SUMMARY BY TYPE

Cash & Fixed Income	Market Value	% of Bond Portfolio
Cash	16,685.05	1%
Corporate Bonds	126,366.11	12%
International Bonds	338,417.42	38%
Mortgage and Asset Backed Bonds	51,945.75	5%
Mutual Funds	241,936.94	24%
Other	197,484.32	20%
Total Value	\$972,835.59	100%

Cash & Fixed Income Detail

	Price	Quantity	Value	Adjusted Tax Cost Original Cost	Unrealized Gain/Loss	Est. Annual Income Accrued Interest	Yield
Cash							
US DOLLAR	1.00	17,774.17	17,774.17	17,774.17		5.33 1.89	0.03% ¹
COST OF PENDING PURCHASES	1.00	(1,089.12)	(1,089.12)	(1,089.12)			
Total Cash			\$16,685.05	\$16,685.05	\$0.00	\$5.33 \$1.89	0.03%

J.P.Morgan



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

	Price	Quantity	Value	Adjusted Tax Cost Original Cost	Unrealized Gain/Loss	Est. Annual Income Accrued Interest	Yield
Short Term							
REPUBLIC OF PERU NOTES 9 1/8% FEB 21 2012 DTD 8/21/2002 715638-AL-6 BBB /BAA	102.50	20,000.00	20,500.00	22,279.90	(1,779.90)	1,825.00 202.76	2.65%
STARWOOD HOTELS RESORTS 7 7/8% MAY 1 2012 DTD 11/01/2002 85590A-AD-6 BB+ /BA1	102.00	10,000.00	10,200.00	9,061.48	1,138.52	787.50 328.12	4.36%
Total Short Term			\$30,700.00	\$31,341.38	(\$641.38)	\$2,612.50 \$530.88	3.22%
US Fixed Income							
EATON VANCE SR FLOATING RATE FUND 27828Q-10-5	14.21	2,000.00	28,420.00	17,960.00	10,460.00	2,034.00	7.16%
JPM STR INC OPP FD 4812A4-35-1	11.31	2,108.33	23,845.21	25,297.29	(1,452.08)	691.53 46.38	2.90%
P WELLS FARGO FDS TR INTRMDT TXFR A 949921-59-7	11.17	16,950.49	189,336.94	6,748.83 **	N/A	6,288.63 574.60	3.32%
P AIM TAX EXEMPT FDS INC INV VK HIYL MN Y 001419-65-4	9.38	6,656.13	62,434.45	57,567.67	4,866.78	3,853.89 323.70	6.17%
P VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 922907-40-7	10.60	5,226.40	55,399.87	54,518.44 **	N/A	2,440.73 190.82	4.41%
NUVEEN SELECT TAX FREE INCM SH BEN INT 67063C-10-6	12.98	1,250.00	16,225.00	16,054.74	170.26	787.50	4.85%



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

	Price	Quantity	Value	Adjusted Tax Cost Original Cost	Unrealized Gain/Loss	Est. Annual Income Accrued Interest	Yield
US Fixed Income							
NUVEEN INSURED TAX-FREE ADVANTAGE MUNICIPAL FUND 670657-10-5	14.24	1,500.00	21,360.00	19,902.00	1,458.00	1,260.00	5.90%
EATON VANCE MUNICIPAL BOND FUND 27827X-10-1	12.35	2,500.00	30,875.00	25,000.00	5,875.00	2,290.00	7.42%
WESTERN ASSET MUN HIGH INCOME FUND 95766N-10-3	7.46	1,500.00	11,190.00	10,500.00	690.00	630.00	5.63%
DEUTSCHE BANK AG LONDON NOTES 5 3/8% OCT 12 2012 DTD 10/12/2007 2515A0-HQ-9 A+ /AA3	103.13	22,000.00	22,688.16	22,324.50	363.66	1,182.50 555.10	2.29%
JOHN DEERE CAPITAL CORP 5.10% JAN 15 2013 DTD 1/10/2003 244217-BK-0 A /A2	105.41	10,000.00	10,541.00	10,466.85	74.15	510.00 107.66	0.87%
GENERAL ELECTRIC COMPANY NOTES 5% FEB 1 2013 DTD 1/28/2003 369604-AY-9 AA+ /AA2	104.73	23,000.00	24,088.59	23,368.11	720.48	1,150.00 191.65	1.40%
HUTCHISON WHAMP INTERNATIONAL LTD 6 1/2% SER REGS FEB 13 2013 DTD 2/13/2003 G4672Q-AA-2 A- /A3	106.34	9,000.00	9,570.70	N/A **	N/A	585.00 77.99	1.79%
PETROBRAS INTERNATIONAL FINANCE NOTES 9 1/8% JUL 2 2013 DTD 7/2/2003 71645W-AG-6 NA /A3	110.63	15,000.00	16,593.75	17,289.97	(696.22)	1,368.75 338.38	2.87%



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

	Price	Quantity	Value	Adjusted Tax Cost Original Cost	Unrealized Gain/Loss	Est. Annual Income Accrued Interest	Yield
US Fixed Income							
JOHN DEERE CAPITAL CORP MEDIUM TERM NOTE 4.9% SEP 09 2013 DTD 09/08/2008 24422E-QU-6 A /A2	107.44	15,000.00	16,115.85	15,394.28	721.57	735.00 46.95	1.02 %
GOLDMAN SACHS GROUP INC NOTES 5 1/4% OCT 15 2013 DTD 10/14/2003 38141G-DQ-4 A /A1	103.91	22,000.00	22,859.10	21,273.88	1,585.22	1,155.00 532.57	3.25 %
QUEENSLAND TREASURY CORP - AUD 6% SEP 14 2017 DTD 09/14/2006 748305-BG-3 AAA /AAA	107.47	30,000.00	32,242.44	21,102.12	11,140.32	1,800.00 84.06	4.55 %
VERIZON COMMUNICATIONS 5 1/2% FEB 15 2018 DTD 02/12/2008 92343V-AL-8 A- /A3	115.96	21,000.00	24,350.97	21,296.30	3,054.67	1,155.00 147.56	2.75 %
WAL-MART STORES INC SR NOTES 5.8% FEB 15 2018 DTD 08/24/2007 931142-CJ-0 AA /AA2	121.40	15,000.00	18,210.60	16,397.62	1,812.98	870.00 111.16	2.18 %
GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 135087-UT-9 AAA /AAA	151.71	10,000.00	15,171.34	12,048.78	3,122.56	800.00 266.66	2.78 %
GS MORTGAGE SECURITIES CORPORATION II SER 2007-GG10 CL A4 FLOATING RATE AUG 10 2045 DTD 07/01/2007 36246L-AE-1 BBB /A1	103.89	50,000.00	51,945.75	29,593.75	22,352.00	2,902.32 153.15	5.09 %
Total US Fixed Income			\$703,464.72	\$444,105.13	\$66,319.35	\$34,489.85 \$3,748.39	4.03 %



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

	Price	Quantity	Value	Adjusted Tax Cost Original Cost	Unrealized Gain/Loss	Est. Annual Income Accrued Interest	Yield
Non-US Fixed Income							
SWEDISH GOVERNMENT - SEK 5.50% OCT 8 2012 DTD 10/08/2001 HELD BY EUROCLEAR ISIN SE0000909640 SEDOL 7334821 H33482-9A-2 AAA /AAA SEK	15.19	80,000.00	12,155.66	11,006.43	1,149.23	640.63 628.17	1.18 %
UNITED MEXICAN STATES NOTES 6 3/8% JAN 16 2013 DTD 1/16/2003 91086Q-AK-4 BBB /BAA	105.75	24,000.00	25,380.00	24,993.13	386.87	1,530.00 318.74	1.86 %
TELECOM ITALIA FIN SA - EUR MEDIUM TERM NOTE 6.875% JAN 24 2013 DTD 01/24/2003 HELD BY EUROCLEAR ISIN XS0161101679 SEDOL 7533510 H53465-9C-8 BBB /BAA EUR	137.66	12,000.00	16,518.91	15,959.56	559.35	1,106.90 758.15	4.76 %
NORWEGIAN GOVERNMENT -NOK 6.50% MAY 15 2013 DTD 05/15/2002 HELD BY EUROCLEAR ISIN NO0010144843 SEDOL 7381076 666999-9A-7 AAA /AAA NOK	18.38	202,000.00	37,135.07	34,176.14	2,958.93	2,236.41 849.32	1.52 %
REPUBLIC OF SOUTH AFRICA - ZAR 8.75% DEC 21 2014 DTD 12/21/2002 HELD BY EUROCLEAR ISIN ZAG000019878 SEDOL 6711953 S69124-9Q-0 A /A3 ZAR	13.19	105,000.00	13,852.67	11,157.01	2,695.66	1,142.85 319.37	6.63 %
NEW ZEALAND GOVERNMENT-NZD 6% APR 15 2015 DTD 04/15/2003 HELD BY EUROCLEAR ISIN NZGOVD0004R7 SEDOL 6610726 G62784-9B-4 AAA /AAA NZD	83.15	42,000.00	34,922.80	23,764.68	11,158.12	1,926.28 889.43	3.35 %



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

	Price	Quantity	Value	Adjusted Tax Cost Original Cost	Unrealized Gain/Loss	Est. Annual Income Accrued Interest	Yield
Non-US Fixed Income							
FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005 105756-BH-2 BBB /BAA	118.15	14,444.44	13,273.64	13,084.26	189.38	898.76 189.72	4.64%
TSY 5% 2018 - GBP 5% MAR 07 2018 DTD 05/25/2007 HELD BY EUROCLEAR ISIN GB00B1VWPC84 SEDOL B1VWPC8 871291-9B-8 NR /AAA GBP	187.20	12,000.00	22,464.10	19,131.52	3,332.58	934.67 61.61	1.68%
SUNCOR ENERGY INC - CAD MEDIUM TERM NOTES 5.8% MAY 22 2018 DTD 05/22/2008 HEDL BY EUROCLEAR ISIN CA86721ZAC38 SEDOL B39QM69 86721Z-9B-7 BBB /WR CAD	110.51	20,000.00	22,102.97	14,513.26	7,589.71	1,113.19 399.28	3.24%
Total Non-US Fixed Income			\$197,805.82	\$167,785.99	\$30,019.83	\$11,529.69 \$4,413.79	2.91%
Global Fixed Income							
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND 337319-10-7	16.12	1,500.00	24,180.00	22,650.00	1,530.00	2,340.00	9.68%



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

Portfolio Activity Summary - U S Dollar

Transactions	Current Period Value	Year-To-Date Value*
Beginning Cash Balance	150,310.82	--
INFLOWS		
Income	6,483.81	63,375.58
Contributions	1,320.00	261,273.56
Foreign Exchange - Inflows	468.41	41,729.57
Total Inflows	\$8,272.22	\$366,378.71
OUTFLOWS **		
Withdrawals	(139,704.86)	(1,263,522.69)
Total Outflows	(\$139,704.86)	(\$1,263,522.69)
TRADE ACTIVITY		
Settled Sales/Maturities/Redemptions		61,684.36
Settled Securities Purchased	(1,104.01)	(177,607.49)
Total Trade Activity	(\$1,104.01)	(\$115,923.13)
Ending Cash Balance	\$17,774.17	--

Cost Adjustments	Current Period Value	Year-To-Date Value*
Cost Adjustments		(8,583.37)
Total Cost Adjustments	\$0.00	(\$8,583.37)

* Year to date information is calculated on a calendar year basis.

** Your account's standing instructions use a HIGH COST method for relieving assets from your position



Portfolio Activity Detail - U S Dollar

INFLOWS & OUTFLOWS

Settle Date	Type Selection Method	Description	Quantity Cost	Per Unit Amount	Amount
Income					
9/1	Div Domestic	JPM STR INC OPP FD @ 0.022 PER SHARE (ID: 4812A4-35-1)	2,104.339	0.022	46.30
9/1	Interest Income	DEPOSIT SWEEP INTEREST FOR AUG. @ .03% RATE ON NET AVG COLLECTED BALANCE OF \$158,228.94 AS OF 09/01/11			4.03
9/1	Tax-Exempt Income	NUVEEN SELECT TAX FREE INCM SH BEN INT @ 0.0525 PER SHARE (ID: 67063C-10-6)	1,250.000	0.053	65.63
9/1	Tax-Exempt Income	NUVEEN INSURED TAX-FREE ADVANTAGE MUNICIPAL FUND @ 0.068 PER SHARE (ID: 670657-10-5)	1,500.000	0.068	102.00
9/1	Tax-Exempt Income	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 @ 0.039 PER SHARE (ID: 922907-40-7)	5,208.401	0.039	202.00
9/2	Tax-Exempt Income	AIM TAX EXEMPT FDS INC INV VK HIYL MN Y @ 0.049 PER SHARE AS OF 08/31/11 (ID: 001419-65-4)	6,621.615	0.049	322.09
9/2	Div Domestic	WELLS FARGO FDS TR INTRMDT TXFR A AS OF 08/31/11 (ID: 949921-59-7)	16,899.046	0.032	533.62
9/6	Div Domestic	SOUTHERN CO @ 0.4725 PER SHARE (ID: 842587-10-7)	300.000	0.473	141.75
9/6	Div Domestic	PFIZER INC @ 0.20 PER SHARE (ID: 717081-10-3)	1,500.000	0.20	300.00
9/8	Corporate Interest	JOHN DEERE CAPITAL CORP MEDIUM TERM NOTE 4.9% SEP 09 2013 DTD 09/08/2008 (ID: 24422E-QU-6)	15,000.000	0.025	367.50
9/9	Div Domestic	EXXON MOBIL CORP @ 0.47 PER SHARE (ID: 30231G-10-2)	250.000	0.47	117.50
9/9	Div Domestic	ELI LILLY & CO @ 0.49 PER SHARE (ID: 532457-10-8)	300.000	0.49	147.00



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

Settle Date	Type Selection Method	Description	Quantity Cost	Per Unit Amount	Amount
Income					
9/12	Div Domestic	CHEVRON CORP @ 0.78 PER SHARE (ID: 166764-10-0)	200.000	0.78	156.00
9/12	Corporate Interest	GS MORTGAGE SECURITIES CORPORATION II SER 2007-GG10 CL A4 FLOATING RATE AUG 10 2045 DTD 07/01/2007 (ID: 36246L-AE-1)	50,000.000	0.005	249.33
9/13	Div Domestic	JOHNSON & JOHNSON @ 0.57 PER SHARE (ID: 478160-10-4)	400.000	0.57	228.00
9/14	Foreign Interest	ENTRY REVERSED ON 09/19/2011 QUEENSLAND TREASURY CORP - AUD 6% SEP 14 2017 DTD 09/14/2006 (ID: 748305-BG-3)	30,000.000	0.03	900.00
9/15	Div Domestic	FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND @ 0.13 PER SHARE (ID: 337319-10-7)	1,500.000	0.13	195.00
9/16	Div Domestic	DUKE ENERGY CORP @ 0.25 PER SHARE (ID: 26441C-10-5)	2,750.000	0.25	687.50
9/16	Div Domestic	MC DONALDS CORP @ 0.61 PER SHARE (ID: 580135-10-1)	500.000	0.61	305.00
9/19	Foreign Interest	TO REVERSE ENTRY OF 09/14/2011 QUEENSLAND TREASURY CORP - AUD 6% SEP 14 2017 DTD 09/14/2006 AS OF 09/14/11 (ID: 748305-BG-3)	30,000.000	0.03	(900.00)
9/19	Foreign Interest	QUEENSLAND TREASURY CORP - AUD 6% SEP 14 2017 DTD 09/14/2006 AS OF 09/14/11 (ID: 748305-BG-3)	30,000.000	0.031	928.39
9/20	Foreign Dividend	BP PLC SPONS ADR GROSS RATE .42 (ID: 055622-10-4)	325.000	0.42	136.50
9/28	Div Domestic	SECTOR SPDR TR SBI INT-FINL SEDOL 2364038 @ 0.05031 PER SHARE (ID: 81369Y-60-5)	3,000.000	0.05	150.93
9/30	Div Domestic	FRONTIER COMMUNICATIONS CORPORATION @ 0.1875 PER SHARE (ID: 35906A-10-8)	156.000	0.188	29.25



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

Settle Date	Type Selection Method	Description	Quantity Cost	Per Unit Amount	Amount
Income					
9/30	Tax-Exempt Income	EATON VANCE MUNICIPAL BOND FUND @ 0.076334 PER SHARE (ID: 27827X-10-1)	2,500.000	0.076	190.84
9/30	Div Domestic	EATON VANCE SR FLOATING RATE FUND @ 0.082 PER SHARE (ID: 27828Q-10-5)	2,000.000	0.082	164.00
9/30	Div Domestic	EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND @ 0.1025 PER SHARE (ID: 27828S-10-1)	3,500.000	0.103	358.75
9/30	Div Domestic	EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND @ 0.3024 PER SHARE (ID: 27829C-10-5)	1,000.000	0.302	302.40
9/30	Tax-Exempt Income	WESTERN ASSET MUN HIGH INCOME FUND @ 0.035 PER SHARE (ID: 95766N-10-3)	1,500.000	0.035	52.50
Total Income					\$6,483.81

Settle Date	Type Selection Method	Description	Quantity Cost	Amount
Contributions				
9/22	Misc Credit	FED WIRE CREDIT VIA: COMERICA BANK CORPORATED BLVD/067012099 B/O: TELENET SYSTEMS INC BOCA RATON, FL 334337641 REF: CHASE NYC/CTR/BNF=BERNSTEIN FAMILY INVESTMENT LLLP BOCA RATON FL 33487-1387/AC-000000032326 RFB=O/B COMERICA BK OBI=INTEREST ON LOAN/TEIMAD: 0922F6QC949C000036 TRN: 2398009265FF		1,320.00



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

Settle Date	Type Selection Method	Description	Quantity Cost	Amount
Foreign Exchange - Inflows				
9/7	Spot FX	REPATRIATION OF FOREIGN INTEREST BUY USD SELL GBP EXCHANGE RATE 1.561371000 DEAL 09/07/11 VALUE 09/07/11 (ID: 0GBPPR-CV-1)	(300.000) (468.41)	468.41

Settle Date	Type Selection Method	Description	Quantity Cost	Amount
Withdrawals				
9/2	Misc Disbursement	TRANSFERRED BY WIRE TO LEGACY BANK OF FLORIDA FAO BERNSTEIN FAMILY REALTY LLC AS REQUESTED		(6,000.00)
9/6	Misc Disbursement	FUNDS TRANSFERRED FROM PRN A/C# W32635000 TO DDA A/C# 00000000000849197231 AS REQUESTED		(6,619.22)
9/12	Misc Disbursement	TRANSFERRED BY WIRE TO WACHOVIA BANK FAO SIMON BERNSTEIN AS REQUESTED		(24,000.00)
9/14	Misc Disbursement	FUNDS TRANSFERRED FROM PRN A/C# W32635000 TO DDA A/C# 00000000000849197231 PHONE INSTRUCTIONS FROM CLIENT		(70,000.00)
9/19	Misc Disbursement	FUNDS TRANSFERRED FROM PRN A/C# W32635000 TO DDA A/C# 00000000000849197231 AS REQUESTED		(8,085.64)
9/22	Misc Disbursement	TRANSFERRED BY WIRE TO WACHOVIA BANK NA OF FLORIDA FAO ARBITRAGE INTERNATIONAL MANAGEM AS REQUESTED		(25,000.00)
Total Withdrawals				(\$139,704.86)



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

TRADE ACTIVITY

Trade Date Settle Date	Type	Description	Quantity	Per Unit Amount	Market Cost
Settled Securities Purchased					
9/1 9/1	Purchase	JPM STR INC OPP FD REINVESTED @ 11.60 PER SHARE (ID: 4812A4-35-1)	3.991	11.601	(46.30)
9/1 9/1	Purchase	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 INCOME DIVIDEND @ 0.039 PER SHAR REINVESTED J.P.MORGAN SECURITIES LLC AS AGENT (ID: 922907-40-7)	19.275	10.48	(202.00)
9/2 9/2	Purchase	AIM TAX EXEMPT FDS INC INV VK HIYL MN Y INCOME DIVIDEND @ 0.049 PER SHAR REINVESTED @ \$9.22 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 08/31/11 (ID: 001419-65-4)	34.934	9.22	(322.09)
9/2 9/2	Purchase	WELLS FARGO FDS TR INTRMDT TXFR A INCOME DIVIDEND REINVESTED J.P.MORGAN SECURITIES LLC AS AGENT AS OF 08/31/11 (ID: 949921-59-7)	47.901	11.14	(533.62)
Total Settled Securities Purchased					(\$1,104.01)

Trade Date Est. Settle Date	Type	Description	Quantity	Per Unit Amount	Market Cost
Pending Securities Purchased					
10/3 10/3	Purchase	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 (ID: 922907-40-7)	18.002		(190.82)
9/30 9/30	Purchase	AIM TAX EXEMPT FDS INC INV VK HIYL MN Y (ID: 001419-65-4)	34.510	9.38	(323.70)
9/30 9/30	Purchase	WELLS FARGO FDS TR INTRMDT TXFR A (ID: 949921-59-7)	51.441	11.17	(574.60)
Total Pending Securities Purchased					(\$1,089.12)

J.P.Morgan



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

Portfolio Activity Summary - Pound Sterling

Transactions	US Dollar Value		Local Value	
	Current Period Value	Year-To-Date Value*	Current Period Value	Year-To-Date Value*
Beginning Cash Balance	--	--	0.00	--
INFLOWS				
Income	468.41	949.14	300.00	600.00
Total Inflows	\$468.41	\$949.14	300.00	600.00
OUTFLOWS **				
Foreign Exchange - Outflows	(468.41)	(949.14)	(300.00)	(600.00)
Total Outflows	(\$468.41)	(\$949.14)	(300.00)	(600.00)
Ending Cash Balance	--	--	0.00	--

* Year to date information is calculated on a calendar year basis.

** Your account's standing instructions use a HIGH COST method for relieving assets from your position

Portfolio Activity Detail - Pound Sterling

INFLOWS & OUTFLOWS

Settle Date	Type Selection Method	Description	Quantity	Per Unit Amount USD Local Value	Amount USD Local Value	Currency Gain/Loss USD
Income						
9/7	Foreign Interest	TSY 5% 2018 - GBP 5% MAR 07 2018 DTD 05/25/2007 TRADE 9/07/11 VALUE 9/07/11 ISIN GB00B1VWPC84 SEDOL B1VWPC8 (ID: 871291-9B-8)	12,000.000	0.039 0.025	468.41 300.00	

J.P.Morgan



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

Settle Date	Type Selection Method	Description	Quantity	Amount USD Local Value	Currency Gain/Loss USD
Foreign Exchange - Outflows					
9/7	Spot FX	REPATRIATION OF FOREIGN INTEREST BUY USD SELL GBP EXCHANGE RATE 1.561371000 DEAL 09/07/11 VALUE 09/07/11 (ID: 0GBPPR-CV-1)	468.410	(468.41) (300.00)	



BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

Settled Foreign Exchange Contracts

	<u>Trade Date</u>	<u>Currency</u>	<u>Amount</u>			<u>Contracted Base</u>	<u>Revalued</u>	
	<u>Settle Date</u>	<u>Counter Currency</u>	<u>Counter Amount</u>	<u>Contract Rate</u>	<u>Revaluation Rate</u>	<u>Amount USD</u>	<u>Amount USD</u>	<u>Currency G/L</u>
Other								
POUND STERLING	Sep. 7 11	GBP	(300.00)	1.561371	1.561371	468.41	(468.41)	
U S DOLLAR	Sep. 7 11	USD	468.41					



For the Period 9/1/11 to 9/30/11

IMPORTANT INFORMATION ABOUT YOUR STATEMENT(S)

Please take the steps indicated below if you think statements are incorrect or contact your J.P.Morgan team if you require additional information about a transaction on your statement(s). In Case of Errors or Questions About Your Electronic Transfers.

Contact your J.P. Morgan Team at one of the telephone numbers on the front of your statements or write us at J.P. Morgan, 500 Stanton Christiana Road, 1/OPS3, Newark, DE 19713-2107 as soon as you can, if you think your statement is wrong or if you need more information about a transfer on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. (1) Tell us your name and account number. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

In Case of Errors or Questions About Non-Electronic Transfers (Checks or Deposits)

Contact JPMorgan Chase Bank, N.A. ("JPMCB") Member FDIC immediately if a statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing as soon as possible after your statement was made available to you. For more complete details, see the applicable account agreements and appendices that govern your account.

Deposit products and services are offered by JPMorgan Chase Bank, N.A. ("JPMCB") Member FDIC.

In case of other errors or questions about your brokerage account statement.

Please review your account statement and promptly report any inaccuracy or discrepancy including possible unauthorized trading activity, unrecorded dividend payments, unaccounted cash positions, improper payments or transfers in writing to both the introducing broker, JPMS and the clearing firm, JPMCC at the addresses shown on your statement. Any oral communication should be re-confirmed in writing to further protect your rights, including your rights under the Securities Investor Protection Act (SIPA). If you have any questions please contact your J.P.Morgan team.

In your written communication, please provide the following information: (1) your name and account number; (2) the dollar amount of the suspected error; and (3) a description of the error and explanation, if you can, why you believe there is an error. If you need more information, you must describe the item you are unsure about. We must receive your written communication no later than 30 days after the statement on which the error or problem appeared is sent or made available. If you do not so notify us, you agree that the statement activity and account balance(s) are correct.

Important Information about Pricing and Valuations

Market value information (including without limitation, prices, exchange rates, accrued income and bond ratings) furnished herein some of which has been provided by pricing sources or other sources that J.P. Morgan believes to be reliable, is not guaranteed for accuracy and is furnished for the exclusive use of the client.

J.P. Morgan makes no representation, warranty or guarantee, express or implied, that any quoted value represents the actual terms at which transactions or securities could be bought or sold or new transactions could be entered into, or the actual terms on which existing transactions or securities could be liquidated. Such values may only be indicative.

The current price is the value of the financial asset share, unit or contract as priced at the close of the market on the last day of the statement period or the last available price. All values provided for structured yield deposits (for example, JPMorgan London Time Deposits) reflect the original deposit amount only. The value for Real Estate, Mineral Interests and Miscellaneous Assets may not reflect the most current value of the asset.

Certain assets including but not limited to, pooled and private investments, non-publicly traded and infrequently traded securities, derivatives, partnership interests and tangible assets are generally illiquid, the value of such assets may have been provided to us by third parties who may not be independent of the issuer or manager. Such information is reflected as of the last date provided to us, and is not independently verified.

J.P.Morgan

Disclosures Page 1 of 3

TS000114



For the Period 9/1/11 to 9/30/11

Valuations of over-the-counter derivative transactions, including certain derivatives-related deposit products, have been prepared on a mid-market basis. These valuations are derived from proprietary models based upon well-recognized financial principles and we have, when necessary to calculate the present value of future cash flows, made reasonable estimates about relevant future market conditions. Valuations based on other models or different assumptions may yield different results. J.P. Morgan expressly disclaims any responsibility for (1) the accuracy of the models or estimates used in deriving the valuations, (2) any errors or omissions in computing or disseminating the valuations, and (3) any uses to which the valuations are put. Valuations are provided for information purposes only and are intended solely for your own use. Please refer to the trade confirmation for details of each transaction.

These statements are not official documents for income tax reporting purposes and should not be relied upon for such purposes, including determination of income, cost basis, amortization or accretion, or gain/loss. Such information, which may be inaccurate, incomplete or subject to updating, should be confirmed with your records and your tax advisor.

Important Information Regarding Auction Rate Securities (ARS). ARS are debt or preferred securities with an interest or dividend rate reset periodically in an auction. Although there may be daily, weekly and monthly resets, there is no guarantee that there will be liquidity. If there are not enough bids at an auction to redeem the securities available for sale, the result may be a failed auction. In the event of a failed auction, there is no assurance that a secondary market will develop or that the security will trade at par or any other price reflected on statements and online. Accordingly, investors should not rely on pricing information appearing in their statements or online with respect to ARS. Where J.P. Morgan was unable to obtain a price from an outside service for a particular ARS, the price column on your statement and online will indicate "\$0.00" which should not be relied on as the price at which ARS would trade.

The JPMorgan Funds or The JPMorgan Institutional Funds or The American Century Funds

Shares of the funds are not bank deposits and are not guaranteed by any bank, government entity, or the FDIC. Return and share price will fluctuate and redemption value may be more or less than original cost. While the money market funds seek to maintain a stable net asset value of \$1.00 per share, there is no assurance that they will continue to do so. The estimated annual income and dividend yield figures for mutual funds represent the funds' most recent income dividend annualized.

The distributor of the JPMorgan Funds is JPMorgan Distribution Services, Inc., which is an affiliate of JPMCB. JPMCB and its affiliates receive compensation from JPMorgan Funds for providing services. American Century Investment Services, Inc. is the distributor of the American Century Funds. American Century Investment Management Inc. serves as investment advisor to its respective fund family and receives compensation from that fund family for providing investment advisory and other services.

Shareholders of certain JPMorgan Funds are charged a redemption fee equal to 2% of the proceeds if they exchange or redeem shares of such funds within 60 days of purchase, subject to certain exceptions set forth in the prospectus of the applicable Fund. Please consult your J.P. Morgan representative for a list of the JPMorgan Funds that impose redemption fees.

Offshore Deposits - London and Nassau

Deposits in Foreign Branches are not insured by the FDIC or any other Agency of the Federal Government; amounts in such foreign accounts do not have the benefit of any domestic preference applicable to U.S. Banks; certain Foreign accounts are considered reportable to the Internal Revenue Service on a Report of Foreign Bank and Financial Accounts (TD F 90-22.1).

You must promptly advise your J.P. Morgan representative of material changes in your investment objectives or financial situation or if you wish to modify the management of your account. Unless you inform otherwise, your J.P. Morgan representative will consider the information currently in its files to be complete and accurate.

Fund manager disclosure information available upon request

If you have an investment account that is managed by an SEC-Registered Investment Advisor, the Private Bank of J.P. Morgan will provide a copy of the advisor's Form ADV II or brochure upon written request.

Assets may be reflected herein even though they are held by a third party unaffiliated with J.P. Morgan. In such cases, unless J.P. Morgan otherwise agrees, J.P. Morgan has no responsibility for the verification, valuation, safekeeping or management of those assets.

Additional Information About Your Accounts

J.P. Morgan

Disclosures Page 2 of 3



For the Period 9/1/11 to 9/30/11

Securities purchased or sold through J.P.Morgan Securities LLC ("JPMS") (1) other than mutual funds, are cleared through J.P.Morgan Clearing Corp. ("JPMCC"), an affiliate of JPMS, and (2) other than exchange-listed options and securities held in margin account(s), are held in your Asset Account at JPMCB. Positions in exchange-listed options and in margin account(s) are held by JPMCC and are not delivered to or from your Asset Account. For your convenience, however, positions in exchange-listed options are presented in Asset Account statement(s) together with other assets held in such account(s). All pertinent information about your settled and pending purchases and sales effected through your JPMS account during the period covered by these statement(s), is summarized in the "Trade Activity" portion of the statement(s).

You should have received (or have made available to you) separate confirmations for each securities transaction. All transactions are subject to the terms and conditions stated on the reverse side of such confirmations and are subject to the constitution, by-laws, customs and interpretations of the marketplace where executed and governed by and construed in accordance with the laws of the State of New York and all applicable federal laws and regulations. Further information with respect to commissions and other charges related to the execution of transactions, including options transactions, has been included in confirmations that were previously furnished to you. Upon written request, JPMS will promptly supply you with the latest such information.

JPMCC and JPMS are members of the Securities Investor Protection Corp ("SIPC"), a not-for-profit membership corporation funded by broker-dealers registered with the Securities and Exchange Commission. Securities and cash held for a customer at JPMS and JPMCC are protected by SIPC up to \$500,000 per customer, which includes up to \$100,000 of protection for cash. SIPC does not protect against losses from fluctuations in the value of the securities. Assets held in custody by JPMCB are not subject to SIPC. You may obtain information about SIPC, including the SIPC Brochure, on their website, at "www.sipc.org" or by contacting them at (202) 371-8300.

To the extent applicable, please note the following regarding estimated annual income (EAI) and estimated yield (EY): EAI and EY for certain types of securities could include a return of principal or capital gains in which case the EAI and EY would be overstated. EAI and EY are estimates and the actual income and yield might be lower or higher than the estimated amounts. EY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate.

JPMS, JPMCB or their affiliates (the "J.P. Morgan Companies") may provide administrative, custodial, sales, distribution or shareholder services to JPMorgan Funds, American Century Funds, or funds established, sponsored, advised, or managed by third parties, and the J.P. Morgan Companies may be compensated for such services.

A financial statement of this organization is available to you for personal inspection at its offices, or a copy will be mailed to you upon written request.

Bank products and services are offered through JPMCB and its banking affiliates. Securities are offered by JPMS and, to the extent noted above, cleared through JPMCC.

If a partial call is made with respect to an issue of securities included in your Accounts we will allocate the call by a method we deem fair and equitable.

JPMS is not a bank and is a separate legal entity from its bank or thrift affiliates, including JPMorgan Chase Bank, N.A. ("JPMCB").

Investment Products: Not FDIC Insured -No Bank Guarantee -May Lose Value

Kimberly Moran

From: Diana Banks [diana@lifeinsuranceconcepts.com]
Sent: Thursday, October 20, 2011 5:06 PM
To: Kimberly Moran
Cc: Robert Spallina
Subject: RE: Simon L. Bernstein Irrevocable Trust
Attachments: Bernstein Statements June 2011-Sept 2011.pdf

Statement attached

Diana Banks - Vice President of Administration

.....



Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Monday, October 17, 2011 10:02 AM
To: Diana Banks
Cc: Robert Spallina
Subject: Simon L. Bernstein Irrevocable Trust

Hi Diana –

Attached is the letter for Mr. Bernstein to sign and send to Wilmington Trust Company regarding distribution of the assets held by the above referenced trust.

Robert asked that you please send us the most recent statement for Bernstein Holdings, LLC.

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

Best regards,

10/21/2011

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

10/21/2011

TS000118

Kimberly Moran

From: Kimberly Moran
Sent: Friday, October 21, 2011 2:54 PM
To: 'crufe@wilmingtontrust.com'
Cc: Robert Spallina
Subject: Simon L. Bernstein
Attachments: Bernstein ltr to Wilmington Trust Company dtd 10-17-11.pdf; Bernstein - JP Morgan stmt Sept 2011.pdf

Dear Ms. Rufe:

Attached is a letter signed by Simon L. Bernstein with regard to the distribution of the assets of the Simon L. Bernstein Irrevocable Trust, together with a copy of the most recent statement for the Bernstein Family Investments, LLLP account at JP Morgan.

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

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

10/21/2011

TS000119

Kimberly Moran

From: Kimberly Moran
Sent: Monday, October 17, 2011 10:02 AM
To: 'Diana Banks'
Cc: Robert Spallina
Subject: Simon L. Bernstein Irrevocable Trust
Attachments: Bernstein ltr to Wilmington Trust Company dtd 10-17-11.pdf

Hi Diana –

Attached is the letter for Mr. Bernstein to sign and send to Wilmington Trust Company regarding distribution of the assets held by the above referenced trust.

Robert asked that you please send us the most recent statement for Bernstein Holdings, LLC.

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

Best regards,

Kimberly Moran, Legal Assistant
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Tel: (561) 997-7008
Fax: (561) 997-7308

10/17/2011

TS000120

**Simon L. Bernstein
7020 Lions Head Lane
Boca Raton, Florida 33496**

October 17, 2011

Wilmington Trust Company
Attn: Ms. Carece Rufe, CTFA
1100 North Market Street
Wilmington, DE 19890-0001

Re: Simon L. Bernstein Irrevocable Trust

Dear Ms. Rufe:

I am the settlor and the beneficiary of the above-referenced Trust of which Mr. William Stansbury is named as the Trust Protector. At the time that I established the Trust in 2008, I funded the Trust with my partnership interest in Bernstein Investments, LLLP, for asset protection purposes. Three years have passed since the establishment of the Trust and I am no longer in need of the protections afforded by the Trust. Whereas the primary purpose of the Trust is now obsolete, I formally request that you distribute the assets held by the Trust to my revocable trust and terminate the Simon L. Bernstein Irrevocable Trust immediately thereafter.

As was requested, I have enclosed a copy of the latest brokerage statement for Bernstein Family Investments, LLLP. If you have any questions regarding the distribution from the Trust or the Trust's termination, please do not hesitate to contact me.

Sincerely yours,

Simon L. Bernstein

Enc.

Simon L. Bernstein
7020 Lions Head Lane
Boca Raton, Florida 33496

August 26, 2011

Wilmington Trust Company
ATTN: Ms. Carece Rufe, CTFA
1100 North Market Street
Wilmington, DE 19890-0001

RE: Simon L. Bernstein Irrevocable Trust

Dear Ms. Rufe:

I am the settlor and the beneficiary of the above-referenced Trust of which Mr. William Stansbury is named as the Trust Protector. At the time that I established the Trust in 2008, I funded the Trust with my partnership interest in Bernstein Family Investments, LLLP, for asset protection purposes. Three years have passed since the establishment of the Trust and I am no longer in need of the protections afforded by the Trust. Whereas the primary purpose of the Trust is now obsolete, I formally request that you distribute the assets held by the Trust to my revocable trust and terminate the Simon L. Bernstein Irrevocable Trust immediately thereafter.

As was requested, I have enclosed a copy of the latest brokerage statement for Bernstein Family Investments, LLLP. If you have any questions regarding the distribution from the Trust or the Trust's termination, please do not hesitate to contact me.

Sincerely yours,

SIMON L. BERNSTEIN

Encl.



- ask Diana or Rachel
Need most recent
LLC stmt
- retype HR & send to
Simon Bernstein



WILMINGTON
TRUST

Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-0001

June 29, 2011

William E. Stansbury
6920 Caviro Lane
Boynton Lane, FL 33437

RE: Simon L. Bernstein Irrevocable Trust

Dear Mr. Stansbury:

In the past year, I took over the administration of the above referenced trust. I am contacting you because you are currently named as the Trust Protector of Mr. Bernstein's Delaware Asset Protection Trust. I am concerned because I have tried on several occasions to contact Mr. Bernstein to no avail. As Trustee there are a few outstanding items that we require to continue to serve as Trustee. Would you be able to help me get in contact with Mr. Bernstein to resolve the outstanding items? Any help that you could provide would be greatly appreciated.

If you need additional information, please do not hesitate to ask. All of my contact information is below.

Kind Regards,

A handwritten signature in cursive script that reads "Carece Rufe".

Ms. Carece Rufe, CTFA
Fiduciary Advisor
Wealth Advisory Services
crufe@wilmingtontrust.com
302-651-8248

TS000123

Robert Spallina

From: margaret.brown@bakerbotts.com
Sent: Monday, April 26, 2010 4:22 PM
To: Robert Spallina
Cc: S.Loomis-Price@bakerbotts.com; JCoker@fits-inc.com
Subject: Bernstein/Friedstein/Simon/Iantoni Trusts

Hi, Robert -

Could you please call my colleague, Stephanie Loomis-Price, at 713-229-1801 or me to let us know the status of the proceedings for the appointment of a successor trustee for the various Bernstein/Friedstein/Simon/Iantoni Trusts?

Thank you so much -

Maggie Brown
713-229-1987

IRS Circular 230 Disclaimer: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

4/26/2010

WILMINGTON
FUNDS



MONEY MARKET FUNDS

PRIME MONEY MARKET

U.S. GOVERNMENT MONEY MARKET

TAX-EXEMPT MONEY MARKET

Institutional Shares

Prospectus

November 1, 2007

**WILMINGTON PRIME MONEY
MARKET FUND**

**WILMINGTON U.S. GOVERNMENT
MONEY MARKET FUND**

**WILMINGTON TAX-EXEMPT MONEY
MARKET FUND**

**of WT Mutual Fund
Institutional Shares**

PROSPECTUS DATED NOVEMBER 1, 2007

This prospectus gives vital information about these money market mutual funds, including information on investment policies, risks and fees. For your own benefit and protection, please read it before you invest, and keep it on hand for future reference.

Please note that these Funds:

- are not bank deposits
- are not obligations of, or guaranteed or endorsed by Wilmington Trust Company or any of its affiliates
- are not federally insured
- are not obligations of, or guaranteed or endorsed or otherwise supported by the U.S. Government, the Federal Deposit Insurance Corporation ("FDIC"), the Federal Reserve Board or any other governmental agency
- are not guaranteed to achieve their goal(s)
- may not be able to maintain a stable \$1.00 share price.

These securities have not been approved or disapproved by the Securities and Exchange Commission nor has the Securities and Exchange Commission determined whether this prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

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**WILMINGTON PRIME
MONEY MARKET FUND
WILMINGTON U.S. GOVERNMENT
MONEY MARKET FUND
WILMINGTON TAX-EXEMPT MONEY
MARKET FUND**

Institutional Shares

FUND DESCRIPTIONS

SUMMARY

Investment Objective	<ul style="list-style-type: none">• The Wilmington Prime Money Market Fund and Wilmington U.S. Government Money Market Fund each seeks high current income, while preserving capital and liquidity.• The Wilmington Tax-Exempt Money Market Fund seeks high current interest income exempt from Federal income taxes while preserving principal.
Investment Focus	<ul style="list-style-type: none">• Money market instruments
Share Price Volatility	<ul style="list-style-type: none">• Each Fund will strive to maintain a stable \$1.00 share price.
Principal Investment Strategies	<ul style="list-style-type: none">• The Wilmington Prime Money Market Fund invests in money market instruments, including bank obligations, high quality commercial paper and U.S. Government obligations.• The Wilmington U.S. Government Money Market Fund invests at least 80% of its assets in U.S. Government obligations and repurchase agreements collateralized by such obligations.• The Wilmington Tax-Exempt Money Market Fund invests in high quality municipal obligations, municipal bonds and other instruments exempt from Federal income tax.• In selecting securities for a Fund, the investment adviser seeks current income, liquidity and safety of principal. The investment adviser may sell securities if the securities are downgraded to a lower ratings category.

- The **Wilmington Prime Money Market Fund** and the **Wilmington Tax-Exempt Money Market Fund** may each invest more than 25% of its total assets in the obligations of banks, finance companies and utilities. The **Wilmington U.S. Government Money Market Fund** may invest up to 20% of its total assets in the obligations of banks, finance companies and utilities.

Principal Risks The Funds are subject to the risks summarized below, which are further described under “Additional Risk Information.”

- An investment in a Fund is not a deposit of Wilmington Trust Company or any of its affiliates and is not insured or guaranteed by the FDIC or any other government agency. Although each Fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a Fund.
- The obligations in which the Funds invest are subject to credit risk and interest rate risk. Typically, when interest rates rise, the market prices of debt securities go down. Securities issued by government sponsored entities are not insured or guaranteed by the U.S. Government.
- The performance of a Fund will depend on whether or not the investment adviser is successful in pursuing its investment strategy.

Investor Profile • Conservative

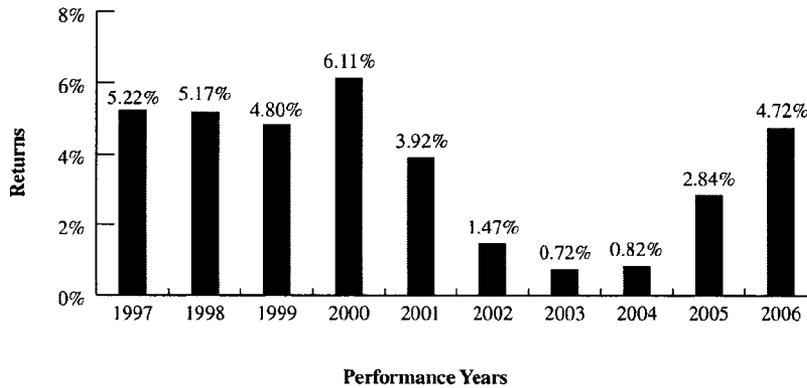
PERFORMANCE INFORMATION

Wilmington Prime Money Market Fund

The bar chart and the performance table below illustrate the risks and volatility of an investment in Institutional Shares of the Fund by showing changes in the Fund's performance from calendar year to calendar year. Of course, past performance does not necessarily indicate how the Fund will perform in the future.

Prior to June 23, 2006, Institutional Shares were known as "Investor Shares" and were subject to a Rule 12b-1 distribution fee.

Annual Total Returns for the Past 10 Calendar Years



Calendar Year-to-Date Total Return as of September 30, 2007: 3.77%

<u>Best Quarter</u>	<u>Worst Quarter</u>
1.57%	0.12%
(December 31, 2000)	(June 30, 2004)

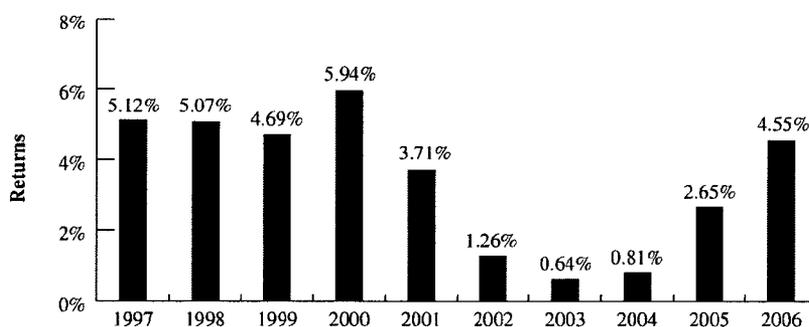
<u>Average Annual Total Returns as of December 31, 2006</u>	<u>1 Year</u>	<u>5 Years</u>	<u>10 Years</u>
Prime Money Market Fund — Institutional Shares	4.72%	2.10%	3.56%

Wilmington U.S. Government Money Market Fund

The bar chart and the performance table below illustrate the risks and volatility of an investment in Institutional Shares of the Fund by showing changes in the Fund's performance from calendar year to calendar year. Of course, past performance does not necessarily indicate how the Fund will perform in the future.

Prior to June 23, 2006, Institutional Shares were known as "Investor Shares" and were subject to a Rule 12b-1 distribution fee.

Annual Total Returns for the Past 10 Calendar Years



Performance Years

Calendar Year-to-Date Total Return as of September 30, 2007: 3.66%

Best Quarter

1.54%
(December 31, 2000)

Worst Quarter

0.13%
(June 30, 2004)

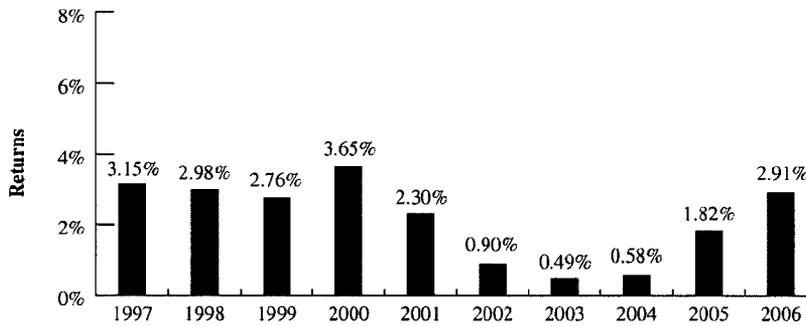
<u>Average Annual Total Returns as of December 31, 2006</u>	<u>1 Year</u>	<u>5 Years</u>	<u>10 Years</u>
U.S. Government Money Market Fund — Institutional Shares	4.55%	1.97%	3.43%

Wilmington Tax-Exempt Money Market Fund

The bar chart and the performance table below illustrate the risks and volatility of an investment in Institutional Shares of the Fund by showing changes in the Fund's performance from calendar year to calendar year. Of course, past performance does not necessarily indicate how the Fund will perform in the future.

Prior to June 23, 2006, Institutional Shares were known as "Investor Shares" and were subject to a Rule 12b-1 distribution fee.

Annual Total Returns for the Past 10 Calendar Years



Performance Years

Calendar Year-to-Date Total Return as of September 30, 2007: 2.39%

Best Quarter

0.96%
(December 31, 2000)

Worst Quarter

0.09%
(September 30, 2003)

<u>Average Annual Total Returns as of December 31, 2006</u>	<u>1 Year</u>	<u>5 Years</u>	<u>10 Years</u>
Tax-Exempt Money Market Fund — Institutional Shares	2.91%	1.33%	2.15%

You may call (800) 336-9970 to obtain a Fund's current 7-day yield.

FEES AND EXPENSES

The table below shows the fees and expenses that you may pay if you buy and hold Institutional Shares of a Fund. No sales charges or other fees are paid directly from your investment.

Annual Fund Operating Expenses (expenses that are deducted from Fund assets):

	<i>Prime Money Market Fund</i>	<i>U.S. Government Money Market Fund</i>	<i>Tax-Exempt Money Market Fund</i>
Management fees	0.32%	0.37%	0.37%
Distribution (Rule 12b-1) fees	None	None	None
Other expenses	0.09%	0.12%	0.15%
Total Annual Fund Operating Expenses	0.41%	0.49%	0.52%

EXAMPLE

This Example is intended to help you compare the cost of investing in Institutional Shares of each Fund with the cost of investing in other mutual funds. The Examples below show what you would pay if you invested \$10,000 over the various time periods indicated. The Example assumes that:

- you reinvested all dividends;
- the average annual return was 5%;
- the Fund's total operating expenses are charged and remain the same over the time periods; and
- you redeemed all of your investment at the end of each time period.

Although your actual cost may be higher or lower, based on these assumptions your costs would be:

<u>Institutional Shares</u>	<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>	<u>10 Years</u>
Prime Money Market Fund	\$42	\$132	\$230	\$518
U.S. Government Money Market Fund	\$50	\$157	\$274	\$616
Tax-Exempt Money Market Fund	\$53	\$167	\$291	\$653

The above example of Institutional Shares is for comparison purposes only and is not a representation of a Fund's actual expenses and returns, either past or future.

INVESTMENT OBJECTIVE

The **Wilmington Prime Money Market Fund** and the **Wilmington U.S. Government Money Market Fund** each seeks a high level of current income consistent with the preservation of capital and liquidity. The **Wilmington Tax-Exempt Money Market Fund** seeks as high a level of interest income exempt from Federal income tax as is consistent with preservation of principal.

The investment objective for each Fund may not be changed without shareholder approval. Each Fund is a money market fund and intends to maintain a stable \$1.00 share price, although this may not be possible under certain circumstances. There can be no guarantee that any Fund will achieve its investment objective.

PRINCIPAL INVESTMENT STRATEGIES

The **Wilmington Prime Money Market Fund** invests in:

- U.S. dollar-denominated obligations of major U.S. and foreign banks and their branches located outside of the United States, of U.S. branches of foreign banks, of foreign branches of foreign banks, of U.S. agencies of foreign banks and wholly-owned banking subsidiaries of foreign banks;
- commercial paper rated, at the time of purchase, in the highest category of short-term debt ratings of any two nationally recognized statistical rating organizations ("NRSRO") such as Standard & Poor's Corporation ("S&P"), Moody's Investors Service, Inc. ("Moody's") and Fitch IBCA ("Fitch");

- corporate obligations having a remaining maturity of 397 calendar days or less, issued by corporations having outstanding comparable obligations that are (a) rated in the two highest categories of any two NRSROs or (b) rated no lower than the two highest long-term debt ratings categories by any NRSRO;
- U.S. Government obligations (as described below);
- high quality municipal securities; and
- repurchase agreements that are fully collateralized by U.S. Government obligations.

The **Wilmington U.S. Government Money Market Fund** invests at least 80% of its total assets in:

- U.S. Government obligations; and
- repurchase agreements that are fully collateralized by such obligations.

U.S. Government obligations are debt securities issued or guaranteed by the U.S. Government, its agencies or instrumentalities. U.S. Government obligations include securities issued by government-sponsored entities, such as the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association, which are not issued, insured or guaranteed by the U.S. Treasury or the U.S. Government. Instruments issued by such government-sponsored entities are supported only by the credit of the issuing entity. If an issuer that is not insured or guaranteed by the U.S. Treasury or U.S. Government fails to meet its commitments, the Fund would not be able to assert a claim against the United States.

The **Wilmington Tax-Exempt Money Market Fund** invests in:

- high quality municipal obligations and municipal bonds;
- floating and variable rate obligations;
- participation interests;
- high quality tax-exempt commercial paper; and
- high quality short-term municipal notes.

The Tax-Exempt Money Market Fund has adopted a policy that, under normal circumstances, at least 80% of its annual income will be exempt from Federal income tax. Additionally, at least 80% of its annual income will not be a tax preference item for purposes of the Federal alternative minimum tax.

High quality securities include those that (1) are rated in one of the two highest short-term rating categories by two NRSROs (or by one NRSRO if only one NRSRO has issued a rating), or (2), if unrated, are issued by an issuer with comparable outstanding debt that is rated or are otherwise unrated and determined by the investment adviser to be of comparable quality.

Each Fund also may invest in other securities, use other strategies and engage in other investment practices, which are described in detail in the Funds' Statement of Additional Information ("SAI"), available on the Funds' website at <http://www.wilmingtonfunds.com>.

ADDITIONAL RISK INFORMATION

The following is a list of certain risks that may apply to your investment in a Fund. Further information about investment risks is available in the Funds' SAI:

- **Credit Risk:** The risk that the issuer of a security, or the counterparty to a contract, will default or otherwise become unable to honor a financial obligation.
- **Foreign Security Risk:** The risk of losses due to political, regulatory, economic, social or other uncontrollable forces in a foreign country.
- **Government Obligations Risk:** The risk that government-sponsored entities may default on a financial obligation, since their securities are not insured or guaranteed by the U.S. Treasury or the U.S. Government.
- **Interest Rate Risk:** The risk of market losses attributable to changes in interest rates. With fixed-rate securities, a rise in interest rates typically causes a fall in values, while a fall in rates typically causes a rise in values. The yield paid by a Fund will vary with changes in interest rates.
- **Market Risk:** The risk that the market value of a security may fluctuate, sometimes rapidly and unpredictably.
- **Prepayment Risk:** The risk that a debt security may be paid off and proceeds invested earlier than anticipated. Depending on market conditions, the new investments may or may not carry the same interest rate.

FINANCIAL HIGHLIGHTS

The financial highlights tables are intended to help you understand each Fund's financial performance for the past five years. Certain information reflects financial results for a single Institutional Share of a Fund. The total returns in the tables represent the rate that you would have earned (or lost) on an investment in Institutional Shares of a Fund (assuming reinvestment of all dividends and other distributions). Financial highlights have been audited by Ernst & Young LLP, whose report, along with each Fund's financial statements, is included in the Annual Report, which is available without charge on the Funds' website at <http://www.wilmingtonfunds.com> or by calling (800) 336-9970.

PRIME MONEY MARKET FUND — INSTITUTIONAL SHARES

	<i>For the Fiscal Years Ended June 30</i>				
	<u>2007</u>	<u>2006</u>	<u>2005</u>	<u>2004</u>	<u>2003</u>
Net Asset Value — Beginning of Year	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Investment Operations:					
Net investment income	0.05	0.04	0.02	0.01	0.01
Distributions:					
From net investment income	(0.05)	(0.04)	(0.02)	(0.01)	(0.01)
Net Asset Value — End of Year	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Total Return	5.05%	3.82%	1.74%	0.58%	1.07%
Ratios (to Average Net Assets)/ Supplemental Data:^{1,2}					
Expenses	0.41%	0.51%	0.50%	0.53%	0.51%
Net investment income	4.94%	3.70%	1.65%	0.59%	1.10%
Net assets at the end of year (000 omitted)	\$24,400	\$11,986	\$ 6,683	\$14,105	\$28,937

¹ Prior to June 23, 2006, the Institutional Shares were known as Investor Shares and were subject to a Rule 12b-1 distribution fee.

² For the periods prior to July 1, 2005, the Fund operated as a feeder fund in a master-feeder structure. The expense and net investment income ratios include expenses allocated from the master fund. WT Investment Trust I — Prime Money Market Series. Since July 1, 2005, the Fund no longer operates in a master-feeder structure.

U.S. GOVERNMENT MONEY MARKET FUND — INSTITUTIONAL SHARES

	<i>For the Fiscal Years Ended June 30</i>				
	<u>2007</u>	<u>2006</u>	<u>2005</u>	<u>2004</u>	<u>2003</u>
Net Asset Value — Beginning of Year	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Investment Operations:					
Net investment income	0.05	0.04	0.02	0.01	0.01
Distributions:					
From net investment income	(0.05)	(0.04)	(0.02)	(0.01)	(0.01)
Net Asset Value — End of Year	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Total Return	4.92%	3.66%	1.63%	0.53%	0.95%
Ratios (to Average Net Assets)/ Supplemental Data: ^{1,2}					
Expenses	0.49%	0.61%	0.59%	0.58%	0.57%
Net investment income	4.79%	3.58%	1.44%	0.53%	0.93%
Net assets at the end of year (000 omitted).	\$ 333	\$ 3,480	\$ 3,939	\$33,892	\$34,252

¹ Prior to June 23, 2006, the Institutional Shares were known as Investor Shares and were subject to a Rule 12b-1 distribution fee.

² For the periods prior to July 1, 2005, the Fund operated as a feeder fund in a master-feeder structure. The expense and net investment income ratios include expenses allocated from the master fund, WT Investment Trust I — U.S. Government Series. Since July 1, 2005, the Fund no longer operates in a master-feeder structure.

TAX-EXEMPT MONEY MARKET FUND — INSTITUTIONAL SHARES

	<i>For the Fiscal Years Ended June 30</i>				
	<u>2007</u>	<u>2006</u>	<u>2005</u>	<u>2004</u>	<u>2003</u>
Net Asset Value — Beginning of Year	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Investment Operations:					
Net investment income	0.03	0.02	0.01	— ¹	0.01
Distributions:					
From net investment income	(0.03)	(0.02)	(0.01)	— ¹	(0.01)
Net Asset Value — End of Year	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Total Return	3.14%	2.39%	1.16%	0.41%	0.73%
Ratios (to Average Net Assets)/ Supplemental Data: ^{2,3}					
Expenses	0.52%	0.63%	0.64%	0.58%	0.57%
Net investment income	3.06%	2.30%	0.98%	0.42%	0.72%
Net assets at the end of year (000 omitted)	\$ 793	\$13,210	\$13,084	\$46,990	\$23,382

¹ Less than \$0.01 per share.
² Prior to June 23, 2006, the Institutional Shares were known as Investor Shares and were subject to a Rule 12b-1 distribution fee.
³ For the periods prior to July 1, 2005, the Fund operated as a feeder fund in a master-feeder structure. The expense and net investment income ratios include expenses allocated from the master fund, WT Investment Trust I – Tax-Exempt Series. Since July 1, 2005, the Fund no longer operates in a master-feeder structure.

MANAGEMENT OF THE FUNDS

The Board of Trustees of WT Mutual Fund (the "Trust") supervises the management, activities and affairs of the Funds and has approved contracts with various organizations to provide, among other services, the day-to-day management required by a Fund and its shareholders.

INVESTMENT ADVISER

Rodney Square Management Corporation ("RSMC"), the Funds' investment adviser, is located at 1100 North Market Street, Wilmington, Delaware 19890. RSMC is a wholly owned subsidiary of Wilmington Trust Corporation, which is a publicly held financial services holding company. Wilmington Trust Investment Management, LLC ("WTIM"), 3455 Peachtree Road, Suite 2000, Atlanta, Georgia 30326, also a wholly owned subsidiary of Wilmington Trust Corporation and under common control with RSMC, provides certain investment services, information, advice, assistance and facilities and performs research, statistical and investment services pursuant to a sub-advisory agreement among the Trust, RSMC and WTIM. RSMC, subject to the general oversight of the Board of Trustees, has overall responsibility for directing the investments of each Fund in accordance with its investment objective, policies and limitations. RSMC provides its services exclusively to investment companies sponsored by it or its affiliates. As of September 30, 2007, RSMC had approximately \$7.9 billion in assets under management.

For the fiscal year ended June 30, 2007, RSMC received the following advisory fees as a percentage of each Fund's average daily net assets:

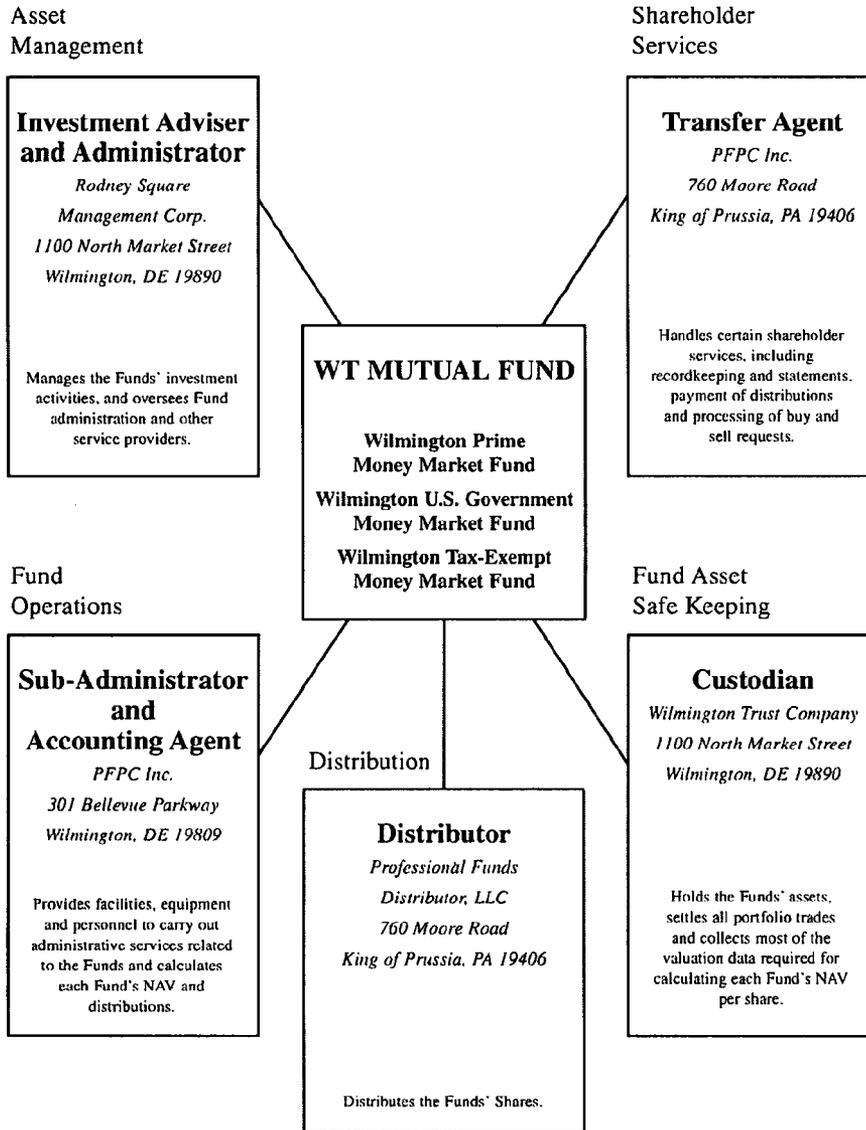
Prime Money Market Fund	0.32%
U.S. Government Money Market Fund	0.37%
Tax-Exempt Money Market Fund	0.37%

WTIM receives a sub-advisory fee from RSMC as agreed to from time to time with RSMC. Such fee paid to WTIM will not exceed the contractual amount of RSMC's fee.

A discussion of the basis for the Board of Trustees approval of the investment advisory and sub-advisory agreements for each of the Funds is included in the semi-annual report to shareholders for the period ended December 31.

SERVICE PROVIDERS

The chart below provides information on the primary service providers.



SHAREHOLDER INFORMATION

PRICING OF SHARES

The price of each Fund's shares is based on the Fund's net asset value ("NAV"). Each Fund uses its best effort to maintain its \$1.00 constant share price and values its securities at amortized cost. This involves valuing a security initially at its cost and thereafter assuming a constant amortization to maturity of any discount or premium, regardless of fluctuating interest rates on the market value of the security. All cash, receivables and current payables are carried at their face value. Other assets, if any, are valued at fair value as determined in good faith by, or under the direction of, the Board of Trustees.

PFPC Inc. ("PFPC"), the Funds' sub-administrator and accounting agent, determines the NAV per share of the Tax-Exempt Money Market Fund as of 12:00 Noon Eastern time on each "business day" (i.e., a day that the New York Stock Exchange (the "Exchange") or the Federal Reserve Bank of Philadelphia and the transfer agent are open for business). PFPC determines the NAV per share of the Prime Money Market Fund and U.S. Government Money Market Fund as of 2:00 p.m. and 5:00 p.m. Eastern time on each business day. The NAV per share is calculated by adding the value of all securities and other assets in a Fund, deducting its liabilities and dividing the balance by the number of outstanding shares in that Fund. The price at which a purchase, redemption or exchange is effected is based on the next calculation of NAV after the order is received by an authorized financial institution or the transfer agent.

PURCHASE OF SHARES

Fund shares are offered on a continuous basis and are sold without any sales charges. The minimum initial investment in Institutional Shares of each Fund is \$5,000,000. This minimum initial investment amount has been waived for shareholders of the Funds on June 23, 2006, trustees, directors, officers and employees of RSMC, the Trust, and Wilmington Trust and its affiliates, and their respective spouses, parents and children.

You may purchase shares if you are a client of Wilmington Trust through your trust or corporate cash management accounts. You may also purchase shares of a Fund through a financial intermediary which may charge additional fees and may require higher minimum investments or impose other limitations on buying and selling shares. "Financial intermediaries" include brokers, dealers, banks (including

bank trust departments), insurance companies, investment advisers, financial advisers, financial planners, retirement or 401(k) plan administrators, their designated intermediaries, and any other firm having a selling, administration or similar agreement. If you purchase shares through a financial intermediary, that party is responsible for promptly transmitting orders and may have an earlier cut-off time for purchase and redemption requests. Purchase and redemption orders placed through a financial intermediary will be deemed to have been received and accepted by the Fund when the financial intermediary accepts the order. Customer orders will be priced at the Fund's NAV next computed after they are accepted by an authorized intermediary or its authorized designee. A financial intermediary may also designate another intermediary to accept purchase and redemption orders on the Fund's behalf. Consult your investment representative for specific information.

Networking and Sub-Transfer Agency Fees: The Fund may directly enter into agreements with financial intermediaries pursuant to which the Fund will pay the financial intermediary for services such as networking or sub-transfer agency, including the maintenance of "street name" or omnibus accounts and related sub-accounting, record-keeping and administrative services provided to such accounts. Payments made pursuant to such agreements are generally based on either (1) a percentage of the average daily net assets of clients serviced by such financial intermediary, or (2) the number of accounts serviced by such financial intermediary. Any payments made pursuant to such agreements are in addition to, rather than in lieu of, Rule 12b-1 or shareholder service fees the financial intermediary may also receive. From time to time, RSMC or its affiliates may pay a portion of the fees for networking or sub-transfer agency at its or their own expense and out of its or their legitimate profits. These payments may be material to financial intermediaries relative to other compensation paid by the Funds and/or the Distributor, RSMC and their affiliates. The payments described above may differ depending on the Fund and may vary from amounts paid to the Trust's transfer agent for providing similar services to other accounts. The financial intermediaries are not audited by the Funds, RSMC or its service providers to determine whether such intermediary is providing the services for which they are receiving such payments.

In order for a financial intermediary to purchase shares of a Fund for an omnibus account, in nominee name or on behalf of another person, the Trust will enter into a shareholder information agreement with such financial intermediary or its agent. This agreement requires each financial intermediary to provide the Funds access, upon request, to information about underlying shareholder transaction activity in these accounts. If a shareholder information agreement has not been entered into by a financial intermediary, such financial intermediary will be prohibited from purchasing Fund shares for an omnibus account, in nominee name or on behalf of another person.

By Mail: You may purchase shares by sending a check drawn on a U.S. bank payable to Wilmington Money Market Funds, indicating the name and class of the Fund, along with a completed application (included at the end of this prospectus). If a subsequent investment is being made, the check should also indicate your Fund account number. When you make purchases by check, each Fund may withhold payment on redemptions until it is reasonably satisfied that the funds are collected (which can take up to 10 days). If you purchase shares with a check that does not clear, your purchase will be canceled and you will be responsible for any loss or fees incurred in that transaction. Send the check and application to:

Regular mail:

Wilmington Money Market Funds
c/o PFPC Inc.
P.O. Box 9828
Providence, RI 02940

Overnight mail:

Wilmington Money Market Funds
c/o PFPC Inc.
101 Sabin Street
Pawtucket, RI 02860-1427

By Wire: You may purchase shares by wiring federal funds. Please call PFPC at (800) 336-9970 for instructions and to make specific arrangements before making a purchase by wire, and if making an initial purchase, to also obtain an account number.

Additional Information Regarding Purchases: For the Tax-Exempt Money Market Fund orders placed and payments which are received in or converted into federal funds by 12:00 Noon Eastern time will be accepted at the price determined at 12:00 Noon Eastern time. Your shares will begin to accrue dividends on that business day. If your order is placed and payments are received in or converted into federal funds for your account after 12:00 Noon Eastern time your shares will begin to accrue dividends on the following business day.

For both the Prime Money Market Fund and the U.S. Government Money Market Fund orders placed and payments which are received in or converted into federal funds by 2:00 p.m. Eastern time will be accepted at the price determined at 2:00 p.m. Eastern time. Orders placed and payments which are received or converted into federal funds after 2:00 p.m. and up to 5:00 p.m. will be accepted at the price determined at 5:00 p.m. In each case, shares purchased on or before 5:00 p.m. will receive the dividend declared on that business day. If your order is placed and payments are received in or converted into federal funds after 5:00 p.m. your shares will begin to accrue dividends on the following business day. Any purchase order may be rejected if a Fund determines that accepting the order would not be in the best interest of the Fund or its shareholders. It is the responsibility of Wilmington Trust or the financial intermediary to transmit orders for the purchase of shares by its customers to the transfer agent and to deliver required funds on a timely basis, in accordance with the procedures stated above.

REDEMPTION OF SHARES

You may sell your shares on any business day, as described below. Redemptions are effected at the NAV next determined after the transfer agent has received your redemption request. There is no fee when Fund shares are redeemed. It is the responsibility of Wilmington Trust or the financial intermediary to transmit redemption orders and credit their customers' accounts with redemption proceeds on a timely basis. Redemption checks are normally mailed on the next business day following receipt by the transfer agent of redemption instructions. Transmission of wires for redemption proceeds and eligibility with respect to dividends declared on the day of redemption are as follows (all times are Eastern time):

WILMINGTON TAX-EXEMPT MONEY MARKET FUND

	<i>Receipt of Redemption Request by Fund</i>	
	<u><i>On or Before 12:00 Noon</i></u>	<u><i>After 12:00 Noon</i></u>
On What Day Will My Redemption Proceeds Normally Be Wired to My Account?	Same Business Day	Next Business Day
Will I Be Eligible to Receive the Day's Dividend?	No	Yes

WILMINGTON PRIME MONEY MARKET FUND AND WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND

	<i>Receipt of Redemption Request by Fund</i>		
	<u><i>On or Before 2:00 P.M.</i></u>	<u><i>After 2:00 P.M. and Up to 5:00 P.M.</i></u>	<u><i>After 5:00 P.M.</i></u>
On What Day Will My Redemption Proceeds Normally Be Wired to My Account?	Same Business Day	Next Business Day	Next Business Day
Will I Be Eligible to Receive the Day's Dividend?	No	No	Yes

If you purchased your shares through an account at Wilmington Trust or through a financial intermediary, you should contact Wilmington Trust or the financial intermediary for information relating to redemptions. The Fund's name and your account number should accompany any redemption requests.

By Mail: If you redeem your shares by mail, you must submit written instructions accompanied with a medallion signature guarantee by a guarantor institution that is acceptable to the transfer agent, such as a domestic bank or trust company, broker, dealer, clearing agency or savings association, participating in a recognized signature guarantee program such as the Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP) and New York Stock Exchange, Inc. Medallion Signature Program (MSP). Signature guarantees that are not part of these programs will not be accepted.

Your written instructions must include the Fund name, your account number, your printed name, and your signature. You should mail your written instructions with a medallion signature guarantee to:

Regular mail:

Wilmington Money Market Funds
c/o PFPC Inc.
P.O. Box 9828
Providence, RI 02940

Overnight mail:

Wilmington Money Market Funds
c/o PFPC Inc.
101 Sabin Street
Pawtucket, RI 02860-1427

By Telephone: If you prefer to redeem your shares by telephone you may elect to do so. However there are risks. The Funds have implemented certain safeguards and procedures to confirm the identity of callers and to confirm that the instructions communicated are genuine. If such procedures are followed, you will bear the risk of any loss.

By Check: You may use the checkwriting option to redeem Fund shares by drawing a check for \$500 or more against a Fund account. When the check is presented for payment, a sufficient number of shares will be redeemed from your account to cover the amount of the check. This procedure enables you to continue receiving dividends on those shares until the check is presented for payment. Because the aggregate amount of Fund shares owned is likely to change each day, you should not attempt to redeem all shares held in your account by using the checkwriting procedure. Charges will be imposed for specially imprinted checks, business checks, copies of canceled checks, stop payment orders, checks returned due to "nonsufficient funds" and other returned checks. These charges will be paid by automatically redeeming an appropriate number of Fund shares. Each Fund and the transfer agent reserve the right to terminate or alter the checkwriting service at any time. The transfer agent also reserves the right to impose a service charge in connection with the checkwriting service. If you are interested in the checkwriting service, contact the transfer agent for further information. This service is generally not available for clients of Wilmington Trust through their trust or corporate cash management accounts, since it is already provided for these customers through Wilmington Trust. The service may also not be available for financial intermediary clients who are provided a similar service by those organizations.

Additional Information Regarding Redemptions: The processing of redemptions and the delivery of the proceeds may be delayed beyond the same or next business day. Among the reasons for this are days when the Exchange may be closed, when an emergency exists that makes it difficult to execute portfolio transactions or by the order of the Securities and Exchange Commission for the protection of Fund shareholders. Other events could cause a delay as well.

Redemption proceeds may be wired to your predesignated bank account in any commercial bank in the United States if the amount is \$1,000 or more. The receiving bank may charge a fee for this service. For amounts exceeding \$10,000, proceeds may be mailed to your bank.

In order to authorize the transfer agent to mail redemption proceeds to your Fund account address of record, complete the appropriate section of the Application for Telephone Redemption Option or include your Fund account address of record when you submit written instructions. You may change the account that you have designated to receive amounts redeemed at any time. Any request to change the account designated to receive redemption proceeds should be accompanied by a guarantee of your signature by an eligible institution. A signature and a medallion signature guarantee are required for each person in whose name the account is registered. Further documentation will be required to change the designated account when a corporation, other organization, trust, fiduciary or other institutional investor holds the Fund shares.

If the shares to be redeemed represent a recent investment made by a check, each Fund reserves the right not to send the redemption proceeds until it believes that the check has been collected (which could take up to 10 days).

Small Accounts: If the value of your Fund account falls below \$2,500,000, the Fund may ask you to increase your balance. If after 60 days the account value is still below \$2,500,000, your account may be closed and the proceeds sent to you. The Fund will not close your account if it falls below \$2,500,000 solely as a result of a reduction in your account's market value. The minimum account balance requirement may be waived for trustees, directors, officers and employees of RSMC, the Trust, and Wilmington Trust and its affiliates, and their respective spouses, parents and children.

FREQUENT PURCHASES AND REDEMPTIONS

Money market funds such as the Funds generally are used by investors for short-term investments, often in place of bank checking or savings accounts or for cash management purposes. Investors value the ability to add and withdraw their funds quickly, without restriction. For this reason, although the Trust discourages excessive

trading and other abusive trading practices, it has not adopted policies and procedures, or imposed redemption fees or other restrictions such as minimum holding periods, to deter frequent purchases and redemptions of the Funds' shares. The Trust also believes that money market funds, such as the Funds, are not targets of abusive trading practices, because money market funds seek to maintain a \$1.00 per share price and typically do not fluctuate in value based on market prices. However, frequent purchases and redemptions of the Funds' shares could increase the Funds' transaction costs, such as market spreads and custodial fees, and may interfere with the efficient management of the Funds, which could detract from their performance. Accordingly, the Funds reserve the right to refuse any purchase or exchange request. Other Wilmington Funds that are not money market mutual funds have adopted policies and procedures that are intended to discourage and prevent abusive trading practices in those mutual funds which may apply to exchanges from or into the Funds. If you plan to exchange your Fund shares for shares of another Wilmington Fund, please read the prospectus of that other fund for more information. Prospectuses for the other Wilmington Funds may be obtained, free of charge, on the Funds' website at <http://www.wilmingtonfunds.com> or by calling (800) 336-9970.

EXCHANGE OF SHARES

You may exchange all or a portion of your shares in a Fund for Institutional Shares of the following funds ("Wilmington Funds"):

- Wilmington Aggressive Asset Allocation Fund
- Wilmington Moderate Asset Allocation Fund
- Wilmington Conservative Asset Allocation Fund
- Wilmington ETF Allocation Fund
- Wilmington Prime Money Market Fund
- Wilmington U.S. Government Money Market Fund
- Wilmington Tax-Exempt Money Market Fund
- Wilmington Short/Intermediate-Term Bond Fund
- Wilmington Broad Market Bond Fund
- Wilmington Municipal Bond Fund
- Wilmington Large-Cap Core Fund
- Wilmington Large-Cap Value Fund
- Wilmington Large-Cap Growth Fund
- Wilmington Small-Cap Core Fund
- Wilmington Small Cap Value Fund
- Wilmington Small Cap Growth Fund
- Wilmington Multi-Manager Large-Cap Fund
- Wilmington Multi-Manager Small-Cap Fund
- Wilmington Multi-Manager International Fund

Wilmington Multi-Manager Real Asset Fund
Wilmington Fundamentally Weighted Large Company Fund
Wilmington Fundamentally Weighted Small Company Fund

Redemption of shares through an exchange will be effected at the NAV per share next determined after the transfer agent receives your request. A purchase of shares through an exchange will be effected at the NAV per share determined at that time or as next determined thereafter.

Exchange transactions will be subject to the minimum initial investment and other requirements of the Wilmington Fund into which the exchange is made. Unless a waiver of the minimum account balance has been granted, an exchange may not be made if the exchange would leave a balance of less than \$500 in a shareholder's account.

Prospectuses of the other Wilmington Funds may be obtained, free of charge, on the Funds' website at <http://www.wilmingtonfunds.com> or by calling (800) 336-9970. To obtain more information about exchanges, or to place exchange orders, contact the transfer agent, or, if your shares are held in a trust account with Wilmington Trust or in an account with a financial intermediary, contact Wilmington Trust or the financial intermediary. The Wilmington Funds may terminate or modify the exchange offer described here and will give you 60 days notice of such termination or modification.

DISTRIBUTIONS

Distributions from the net investment income of each Fund are declared daily as a dividend and paid monthly to you. Any net capital gain realized by a Fund will be distributed annually.

All distributions are reinvested in additional shares, unless you elect to receive the distributions in cash. Shares become entitled to receive distributions on the day after the shares are issued.

TAXES

As long as a Fund meets the requirements for being a "regulated investment company," it pays no Federal income tax on the earnings and gains it distributes to shareholders. The Funds' distributions of net investment income (which include net short-term capital gains), whether received in cash or reinvested in additional Fund shares, are generally taxable to you as ordinary income. Each Fund will notify you following the end of the calendar year of the amount of dividends paid that year.

You will not recognize any gain or loss on the sale (redemption) or exchange of shares of a Fund so long as that Fund maintains a stable price of \$1.00 a share. Dividend distributions by the Tax-Exempt Money Market Fund of the excess of its interest income on tax-exempt securities over certain amounts disallowed as deductions (“exempt-interest dividends”) may be treated by you as interest excludable from your gross income. The Tax-Exempt Money Market Fund intends to distribute income that is exempt from Federal income tax, though it may invest a portion of its assets in securities that generate taxable income. Income exempt from Federal income tax may be subject to state and local income tax. Additionally, any capital gains distributed by the Tax-Exempt Money Market Fund may be taxable.

State and Local Income Taxes: You should consult your tax adviser concerning state and local taxes, which may have different consequences from those of the Federal income tax law.

This section is only a summary of some important income tax considerations that may affect your investment in a Fund. More information regarding those considerations appears in our SAI. You are urged to consult your tax adviser regarding the effects of an investment on your tax situation.

DISTRIBUTION ARRANGEMENTS

Professional Funds Distributor, LLC manages the Funds' distribution efforts and provides assistance and expertise in developing marketing plans and materials, enters into dealer agreements with broker-dealers to sell shares and provides shareholder support services, directly or through affiliates. The Funds do not charge any sales loads, deferred sales loads or other fees in connection with the purchase of shares.

SHARE CLASSES

The Funds issue Institutional and W Shares. The Prime Money Market Fund and the U.S. Government Money Market Fund also issue Service Shares. Each class of shares bears a pro-rata portion of the Fund's common expenses in addition to expenses directly attributable to that class. Institutional Shares are offered to retirement plans and other institutional investors. Service Shares are offered to investors who use a financial intermediary to process transactions and pay a Rule 12b-1 distribution fee and a shareholder service fee. Any investor may purchase W Shares which are subject to a shareholder service fee.

FOR MORE INFORMATION

FOR INVESTORS WHO WANT MORE INFORMATION ON THE FUNDS, THE FOLLOWING DOCUMENTS ARE AVAILABLE FREE UPON REQUEST:

Annual/Semi-Annual Reports: Additional information about the Funds' investments is available in the Funds' annual and semi-annual reports to shareholders. These reports contain performance data and information on the Funds' portfolio holdings and operating results for the most recently completed fiscal year or half-year. The annual report will also include a discussion of the market conditions and investment strategies that significantly affected each Fund's performance during its last fiscal year.

Statement of Additional Information (SAI): The SAI provides additional technical and legal descriptions of a Fund's policies, investment restrictions, risks, and business structure, including a description of the Funds' policies and procedures with respect to the disclosure of the Funds' securities holdings. The information in the SAI is incorporated into this prospectus by this reference.

Copies of these documents and answers to questions about the Funds may be obtained without charge by contacting:

WT Mutual Fund
c/o PFPC Inc.
101 Sabin Street
Pawtucket, RI 02860-1427
(800) 336-9970
9:00 a.m. to 5:00 p.m., Eastern time

The Funds' SAI, annual and semi-reports are accessible, free of charge, on the Funds' website at <http://www.wilmingtonfunds.com>. Reports and information about the Funds (including the SAI and annual and semi-annual reports) also may be viewed or downloaded, free of charge, from the EDGAR database on the SEC's website at <http://www.sec.gov>. Such information can also be reviewed and copied at the Public Reference Room of the Securities and Exchange Commission in Washington, D.C. Copies of this information may be obtained, upon payment of a duplicating fee, by electronic request at the following e-mail address: publicinfo@sec.gov, or by writing the Public Reference Room of the SEC, Washington, D.C., 20549-0102. Information on the operation of the Public Reference Room may be obtained by calling the SEC at (202) 942-8090.

FOR MORE INFORMATION ON OPENING A NEW ACCOUNT, MAKING CHANGES TO EXISTING ACCOUNTS, PURCHASING, EXCHANGING OR REDEEMING SHARES, OR OTHER INVESTOR SERVICES, PLEASE CALL (800) 336-9970.

The investment company registration number is 811-08648.

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**WILMINGTON
FUNDS
Money Market
Funds**

11/07

INSTITUTIONAL SHARES

APPLICATION & NEW ACCOUNT REGISTRATION

INSTRUCTIONS:
FOR WIRING INSTRUCTIONS OR
FOR ASSISTANCE IN COMPLETING
THIS FORM CALL (800) 336-9970

RETURN THIS COMPLETED FORM TO:
WILMINGTON MONEY MARKET
FUNDS — INSTITUTIONAL SHARES
C/O PFPC Inc.
P.O. Box 9828
PROVIDENCE, RI 02940

FUND SELECTION (\$5,000,000 MINIMUM)

- WILMINGTON PRIME MONEY MARKET FUND-(FSR 1) \$ _____
- WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND-(FSR 2) \$ _____
- WILMINGTON TAX-EXEMPT MONEY MARKET FUND-(FSR 3) \$ _____

TOTAL AMOUNT TO BE INVESTED \$ _____

_____ By check. (Make payable to the applicable Fund.)

_____ By wire. Call 1-800-336-9970 for Instructions.

Bank from which funds will be wired _____ wire date _____

ACCOUNT REGISTRATION

1. Individual _____
First Name MI Last Name Date of Birth*

_____ 1st Owner's Social Security Number*

2. Joint Tenancy _____
First Name MI Last Name Date of Birth*

_____ ("Joint Tenants with Rights of Survivorship" unless otherwise Specified)

_____ Joint Owner's Social Security Number*

3. Gifts to Minors _____ under the _____ Uniform
Minor's Name Minor's Date of Birth* State Gifts/
_____ Transfers
Minor's Social Security Number* to Minors
_____ Act

4. Other Registration _____
Customer Date of Birth Customer Tax ID No.*

5. If Trust, Date of Trust Instrument: _____

As joint tenants use Lines 1 and 2; as custodian for a minor, use Lines 1 and 3.

In the name of a corporation, trust or other organization or any fiduciary capacity, use Line 4.

* Customer Tax Identification No.: (a) for an individual, joint tenants, or a custodial account under the Uniform Gifts/Transfers to Minors Act, supply the Social Security number of all of the registered account owners; (b) for a trust, a corporation, a partnership, an organization, a fiduciary, etc., supply the Employer Identification number of the legal entity or organization that will report income and/or gains.

MONEY-INST-APPL-11/07

ADDRESS OF RECORD Must be a street address. If a post office box is preferred, please provide a mailing address on an additional sheet of paper.

Street _____

 City State Zip Code

DISTRIBUTION OPTIONS — If these boxes are not checked, all distributions will be invested in additional shares.

	Pay Cash for:	
	Income Dividends	Other
WILMINGTON PRIME MONEY MARKET FUND	<input type="checkbox"/>	<input type="checkbox"/>
WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND	<input type="checkbox"/>	<input type="checkbox"/>
WILMINGTON TAX-EXEMPT MONEY MARKET FUND	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATIONS AND SIGNATURE(S) — Please sign exactly as registered under "Account Registration."

I have received and read the Prospectus for the Wilmington Money Market Funds and agree to its terms; I am of legal age. I understand that the shares offered by this Prospectus are not deposits of, or guaranteed by, Wilmington Trust Company, or any other bank, nor are the shares insured by the Federal Deposit Insurance Corporation, the Federal Reserve Board or any other agency. I further understand that investment in these shares involves investment risks, including possible loss of principal. If a corporate customer, I certify that appropriate corporate resolutions authorizing investment in the Wilmington Money Market Funds have been duly adopted.

I hereby represent that I am not and am not acting on behalf of: (1) a foreign financial institution or foreign intermediary, (2) a non-U.S. person, or (3) a foreign political official;

OR CHECK BOX

I am making this investment for or on behalf of one or more non-U.S. persons or entities.

Under the Interest and Dividend Tax Compliance Act of 1983, the Funds are required to have the following certification:

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- (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 Internal Revenue Service (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).

Note: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. 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 _____ Date _____
 Signature _____ Date _____
 Joint Owner/Trustee

Check one: Owner Trustee Custodian Other _____

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

WILMINGTON
FUNDS
Money Market
Funds

11/07

INSTITUTIONAL SHARES

APPLICATION for TELEPHONE REDEMPTION OPTION

Telephone redemption permits redemption of Fund shares by telephone, with proceeds directed only to the Fund account address of record or to the bank account designated below. For investments by check, telephone redemption is available only after these shares have been on the Fund's books for 10 days.

This form is to be used to add or change the telephone redemption option on your account(s).

ACCOUNT INFORMATION

Fund Name(s): _____

Fund Account Number(s): _____

(Please provide if you are a current account holder:)

Registered in the Name(s) of: _____

Registered Address: _____

Note: If this form is not submitted together with the application, a corporate resolution must be included for accounts registered to other than an individual, a fiduciary or partnership.

REDEMPTION INSTRUCTIONS

Add Change

Check one or more:

Mail proceeds to my Fund account address of record (must be \$10,000 or less and address must be established for a minimum of 60 days)

Mail proceeds to my bank

Wire proceeds to my bank (minimum \$1,000)

All of the above

Telephone redemption by wire can be used only with financial institutions that are participants in the Federal Reserve Bank Wire System. If the financial institution you designate is not a Federal Reserve participant, telephone redemption proceeds will be mailed to the named financial institution. In either case, it may take a day or two, upon receipt for your financial institution to credit your bank account with the proceeds, depending on its internal crediting procedures.

MONEY-INST-APPL-11/07

TS000156

BANK INFORMATION

Please complete the following information only if proceeds mailed/wired to your bank was selected. **A voided bank check must be attached to this application.**

Name of Bank _____
Bank Routing Transit # _____
Bank Address _____
City/State/Zip _____
Bank Account Number _____
Name(s) on Bank Account _____

AUTHORIZATIONS

By electing the telephone redemption option, I appoint the transfer agent my agent to redeem shares of any designated fund when so instructed by telephone. This power will continue if I am disabled or incapacitated. I understand that a request for telephone redemption may be made by anyone, but the proceeds will be sent only to the account address of record or to the bank listed above. Proceeds in excess of \$10,000 will only be sent to my predesignated bank. By signing below, I agree on behalf of myself, my assigns, and successors, not to hold the transfer agent and any of its affiliates, or any Fund responsible for acting under the powers I have given the transfer agent. I also agree that all account and registration information I have given will remain the same unless I instruct the transfer agent otherwise in a written form, including a signature guarantee. If I want to terminate this agreement, I will give the transfer agent at least ten days notice in writing. If the transfer agent or the Fund wants to terminate this agreement, they will give me at least ten days notice in writing.

All owners on the account must sign below and obtain signature guarantee(s).

Signature of Individual Owner

Signature of Joint Owner (if any)

Signature of Corporate Officer, Trustee or other — please include your title

You must have a signature(s) guaranteed by an eligible institution acceptable to the Fund's transfer agent, such as a bank or trust company, broker/dealer, clearing agency or savings association who are participants in a medallion program recognized by the Securities Transfer Association. A Notary Public is not an acceptable guarantor. For more information on signature guarantees, see "Redemption of Shares" in the prospectus.

SIGNATURE GUARANTEE(S) (stamp)

TRUSTEES

Nicholas A. Giordano
Chairman of the Board

Robert H. Arnold

Dr. Eric Brucker

Ted T. Cecala

Robert J. Christian

Louis Klein Jr.

John J. Quindlen

Mark A. Sargent

OFFICERS

Neil Wolfson
President & Chief Executive Officer

John J. Kelley
Vice President & Chief Financial Officer

Charles D. Curtis
Vice President & Treasurer

Edward W. Diffin Jr.
Vice President & Secretary

Anna M. Bencrowsky
Chief Compliance Officer

Joseph M. Fahey Jr.
Vice President

Clayton M. Albright
Vice President

CUSTODIAN

Wilmington Trust Company
1100 North Market Street, Wilmington, DE 19890

INVESTMENT ADVISER AND ADMINISTRATOR

Rodney Square Management Corporation
1100 North Market Street, Wilmington, DE 19890

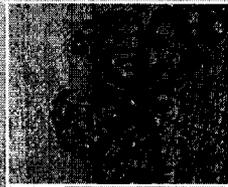
SUB-ADMINISTRATOR, TRANSFER AGENT, AND ACCOUNTING AGENT

PFPC Inc.
301 Bellevue Parkway, Wilmington, DE 19809



MONEY_Inst_Proc_11/07

WILMINGTON
FUNDS



MONEY MARKET FUNDS

PRIME MONEY MARKET

U.S. GOVERNMENT MONEY MARKET

TAX-EXEMPT MONEY MARKET

Institutional Shares

Prospectus

November 1, 2007

**WILMINGTON PRIME MONEY
MARKET FUND**

**WILMINGTON U.S. GOVERNMENT
MONEY MARKET FUND**

**WILMINGTON TAX-EXEMPT MONEY
MARKET FUND**

**of WT Mutual Fund
Institutional Shares**

PROSPECTUS DATED NOVEMBER 1, 2007

This prospectus gives vital information about these money market mutual funds, including information on investment policies, risks and fees. For your own benefit and protection, please read it before you invest, and keep it on hand for future reference.

Please note that these Funds:

- are not bank deposits
- are not obligations of, or guaranteed or endorsed by Wilmington Trust Company or any of its affiliates
- are not federally insured
- are not obligations of, or guaranteed or endorsed or otherwise supported by the U.S. Government, the Federal Deposit Insurance Corporation ("FDIC"), the Federal Reserve Board or any other governmental agency
- are not guaranteed to achieve their goal(s)
- may not be able to maintain a stable \$1.00 share price.

These securities have not been approved or disapproved by the Securities and Exchange Commission nor has the Securities and Exchange Commission determined whether this prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

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risks and expenses of each Fund.*

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**WILMINGTON PRIME
MONEY MARKET FUND**
**WILMINGTON U.S. GOVERNMENT
MONEY MARKET FUND**
**WILMINGTON TAX-EXEMPT MONEY
MARKET FUND**

Institutional Shares

FUND DESCRIPTIONS

SUMMARY

Investment Objective	<ul style="list-style-type: none"> • The Wilmington Prime Money Market Fund and Wilmington U.S. Government Money Market Fund each seeks high current income, while preserving capital and liquidity. • The Wilmington Tax-Exempt Money Market Fund seeks high current interest income exempt from Federal income taxes while preserving principal.
Investment Focus	<ul style="list-style-type: none"> • Money market instruments
Share Price Volatility	<ul style="list-style-type: none"> • Each Fund will strive to maintain a stable \$1.00 share price.
Principal Investment Strategies	<ul style="list-style-type: none"> • The Wilmington Prime Money Market Fund invests in money market instruments, including bank obligations, high quality commercial paper and U.S. Government obligations. • The Wilmington U.S. Government Money Market Fund invests at least 80% of its assets in U.S. Government obligations and repurchase agreements collateralized by such obligations. • The Wilmington Tax-Exempt Money Market Fund invests in high quality municipal obligations, municipal bonds and other instruments exempt from Federal income tax. • In selecting securities for a Fund, the investment adviser seeks current income, liquidity and safety of principal. The investment adviser may sell securities if the securities are downgraded to a lower ratings category.

- The **Wilmington Prime Money Market Fund** and the **Wilmington Tax-Exempt Money Market Fund** may each invest more than 25% of its total assets in the obligations of banks, finance companies and utilities. The **Wilmington U.S. Government Money Market Fund** may invest up to 20% of its total assets in the obligations of banks, finance companies and utilities.

Principal Risks	<p>The Funds are subject to the risks summarized below, which are further described under “Additional Risk Information.”</p> <ul style="list-style-type: none">• An investment in a Fund is not a deposit of Wilmington Trust Company or any of its affiliates and is not insured or guaranteed by the FDIC or any other government agency. Although each Fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a Fund.• The obligations in which the Funds invest are subject to credit risk and interest rate risk. Typically, when interest rates rise, the market prices of debt securities go down. Securities issued by government sponsored entities are not insured or guaranteed by the U.S. Government.• The performance of a Fund will depend on whether or not the investment adviser is successful in pursuing its investment strategy.
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Investor Profile	• Conservative
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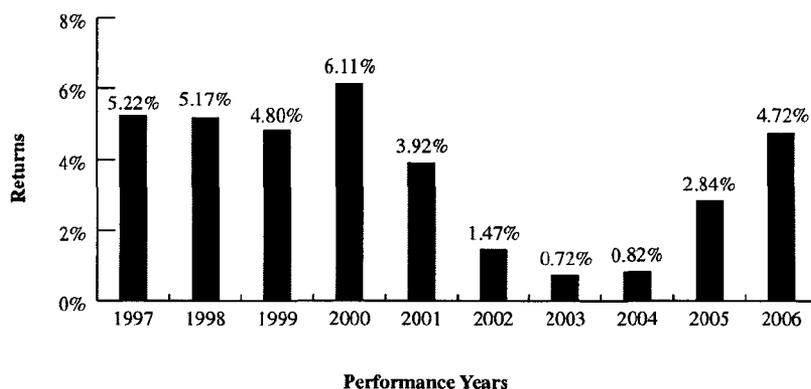
PERFORMANCE INFORMATION

Wilmington Prime Money Market Fund

The bar chart and the performance table below illustrate the risks and volatility of an investment in Institutional Shares of the Fund by showing changes in the Fund's performance from calendar year to calendar year. Of course, past performance does not necessarily indicate how the Fund will perform in the future.

Prior to June 23, 2006, Institutional Shares were known as "Investor Shares" and were subject to a Rule 12b-1 distribution fee.

Annual Total Returns for the Past 10 Calendar Years



Calendar Year-to-Date Total Return as of September 30, 2007: 3.77%

<u>Best Quarter</u>	<u>Worst Quarter</u>
1.57%	0.12%
(December 31, 2000)	(June 30, 2004)

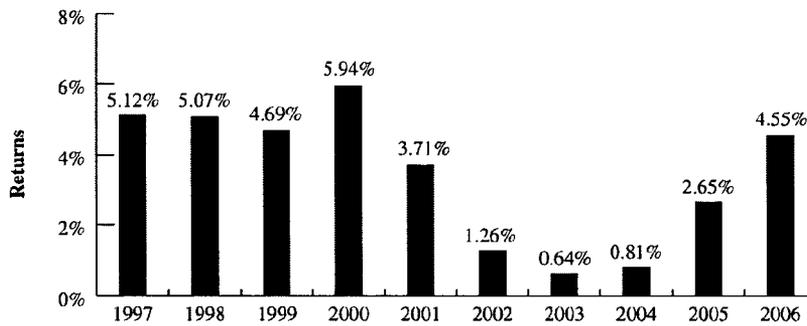
<u>Average Annual Total Returns as of December 31, 2006</u>	<u>1 Year</u>	<u>5 Years</u>	<u>10 Years</u>
Prime Money Market Fund — Institutional Shares	4.72%	2.10%	3.56%

Wilmington U.S. Government Money Market Fund

The bar chart and the performance table below illustrate the risks and volatility of an investment in Institutional Shares of the Fund by showing changes in the Fund's performance from calendar year to calendar year. Of course, past performance does not necessarily indicate how the Fund will perform in the future.

Prior to June 23, 2006, Institutional Shares were known as "Investor Shares" and were subject to a Rule 12b-1 distribution fee.

Annual Total Returns for the Past 10 Calendar Years



Performance Years

Calendar Year-to-Date Total Return as of September 30, 2007: 3.66%

Best Quarter

1.54%
(December 31, 2000)

Worst Quarter

0.13%
(June 30, 2004)

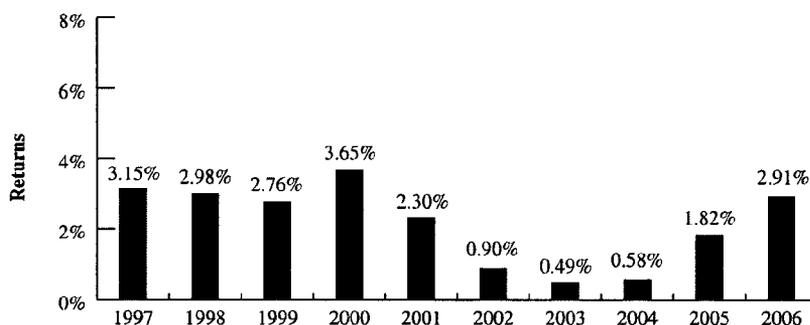
<u>Average Annual Total Returns as of December 31, 2006</u>	<u>1 Year</u>	<u>5 Years</u>	<u>10 Years</u>
U.S. Government Money Market Fund — Institutional Shares	4.55%	1.97%	3.43%

Wilmington Tax-Exempt Money Market Fund

The bar chart and the performance table below illustrate the risks and volatility of an investment in Institutional Shares of the Fund by showing changes in the Fund's performance from calendar year to calendar year. Of course, past performance does not necessarily indicate how the Fund will perform in the future.

Prior to June 23, 2006, Institutional Shares were known as "Investor Shares" and were subject to a Rule 12b-1 distribution fee.

Annual Total Returns for the Past 10 Calendar Years



Performance Years

Calendar Year-to-Date Total Return as of September 30, 2007: 2.39%

<u>Best Quarter</u>	<u>Worst Quarter</u>
0.96%	0.09%
(December 31, 2000)	(September 30, 2003)

<u>Average Annual Total Returns as of December 31, 2006</u>	<u>1 Year</u>	<u>5 Years</u>	<u>10 Years</u>
Tax-Exempt Money Market Fund —			
Institutional Shares	2.91%	1.33%	2.15%

You may call (800) 336-9970 to obtain a Fund's current 7-day yield.

FEES AND EXPENSES

The table below shows the fees and expenses that you may pay if you buy and hold Institutional Shares of a Fund. No sales charges or other fees are paid directly from your investment.

Annual Fund Operating Expenses (expenses that are deducted from Fund assets):

	<i>Prime Money Market Fund</i>	<i>U.S. Government Money Market Fund</i>	<i>Tax-Exempt Money Market Fund</i>
Management fees	0.32%	0.37%	0.37%
Distribution (Rule 12b-1) fees	None	None	None
Other expenses	0.09%	0.12%	0.15%
Total Annual Fund Operating Expenses	0.41%	0.49%	0.52%

EXAMPLE

This Example is intended to help you compare the cost of investing in Institutional Shares of each Fund with the cost of investing in other mutual funds. The Examples below show what you would pay if you invested \$10,000 over the various time periods indicated. The Example assumes that:

- you reinvested all dividends;
- the average annual return was 5%;
- the Fund's total operating expenses are charged and remain the same over the time periods; and
- you redeemed all of your investment at the end of each time period.

Although your actual cost may be higher or lower, based on these assumptions your costs would be:

<u>Institutional Shares</u>	<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>	<u>10 Years</u>
Prime Money Market Fund	\$42	\$132	\$230	\$518
U.S. Government Money Market Fund	\$50	\$157	\$274	\$616
Tax-Exempt Money Market Fund	\$53	\$167	\$291	\$653

The above example of Institutional Shares is for comparison purposes only and is not a representation of a Fund's actual expenses and returns, either past or future.

INVESTMENT OBJECTIVE

The **Wilmington Prime Money Market Fund** and the **Wilmington U.S. Government Money Market Fund** each seeks a high level of current income consistent with the preservation of capital and liquidity. The **Wilmington Tax-Exempt Money Market Fund** seeks as high a level of interest income exempt from Federal income tax as is consistent with preservation of principal.

The investment objective for each Fund may not be changed without shareholder approval. Each Fund is a money market fund and intends to maintain a stable \$1.00 share price, although this may not be possible under certain circumstances. There can be no guarantee that any Fund will achieve its investment objective.

PRINCIPAL INVESTMENT STRATEGIES

The **Wilmington Prime Money Market Fund** invests in:

- U.S. dollar-denominated obligations of major U.S. and foreign banks and their branches located outside of the United States, of U.S. branches of foreign banks, of foreign branches of foreign banks, of U.S. agencies of foreign banks and wholly-owned banking subsidiaries of foreign banks;
- commercial paper rated, at the time of purchase, in the highest category of short-term debt ratings of any two nationally recognized statistical rating organizations ("NRSRO") such as Standard & Poor's Corporation ("S&P"), Moody's Investors Service, Inc. ("Moody's") and Fitch IBCA ("Fitch");

- corporate obligations having a remaining maturity of 397 calendar days or less, issued by corporations having outstanding comparable obligations that are (a) rated in the two highest categories of any two NRSROs or (b) rated no lower than the two highest long-term debt ratings categories by any NRSRO;
- U.S. Government obligations (as described below);
- high quality municipal securities; and
- repurchase agreements that are fully collateralized by U.S. Government obligations.

The **Wilmington U.S. Government Money Market Fund** invests at least 80% of its total assets in:

- U.S. Government obligations; and
- repurchase agreements that are fully collateralized by such obligations.

U.S. Government obligations are debt securities issued or guaranteed by the U.S. Government, its agencies or instrumentalities. U.S. Government obligations include securities issued by government-sponsored entities, such as the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association, which are not issued, insured or guaranteed by the U.S. Treasury or the U.S. Government. Instruments issued by such government-sponsored entities are supported only by the credit of the issuing entity. If an issuer that is not insured or guaranteed by the U.S. Treasury or U.S. Government fails to meet its commitments, the Fund would not be able to assert a claim against the United States.

The **Wilmington Tax-Exempt Money Market Fund** invests in:

- high quality municipal obligations and municipal bonds;
- floating and variable rate obligations;
- participation interests;
- high quality tax-exempt commercial paper; and
- high quality short-term municipal notes.

The Tax-Exempt Money Market Fund has adopted a policy that, under normal circumstances, at least 80% of its annual income will be exempt from Federal income tax. Additionally, at least 80% of its annual income will not be a tax preference item for purposes of the Federal alternative minimum tax.

High quality securities include those that (1) are rated in one of the two highest short-term rating categories by two NRSROs (or by one NRSRO if only one NRSRO has issued a rating), or (2), if unrated, are issued by an issuer with comparable outstanding debt that is rated or are otherwise unrated and determined by the investment adviser to be of comparable quality.

Each Fund also may invest in other securities, use other strategies and engage in other investment practices, which are described in detail in the Funds' Statement of Additional Information ("SAI"), available on the Funds' website at <http://www.wilmingtonfunds.com>.

ADDITIONAL RISK INFORMATION

The following is a list of certain risks that may apply to your investment in a Fund. Further information about investment risks is available in the Funds' SAI:

- **Credit Risk:** The risk that the issuer of a security, or the counterparty to a contract, will default or otherwise become unable to honor a financial obligation.
- **Foreign Security Risk:** The risk of losses due to political, regulatory, economic, social or other uncontrollable forces in a foreign country.
- **Government Obligations Risk:** The risk that government-sponsored entities may default on a financial obligation, since their securities are not insured or guaranteed by the U.S. Treasury or the U.S. Government.
- **Interest Rate Risk:** The risk of market losses attributable to changes in interest rates. With fixed-rate securities, a rise in interest rates typically causes a fall in values, while a fall in rates typically causes a rise in values. The yield paid by a Fund will vary with changes in interest rates.
- **Market Risk:** The risk that the market value of a security may fluctuate, sometimes rapidly and unpredictably.
- **Prepayment Risk:** The risk that a debt security may be paid off and proceeds invested earlier than anticipated. Depending on market conditions, the new investments may or may not carry the same interest rate.

FINANCIAL HIGHLIGHTS

The financial highlights tables are intended to help you understand each Fund's financial performance for the past five years. Certain information reflects financial results for a single Institutional Share of a Fund. The total returns in the tables represent the rate that you would have earned (or lost) on an investment in Institutional Shares of a Fund (assuming reinvestment of all dividends and other distributions). Financial highlights have been audited by Ernst & Young LLP, whose report, along with each Fund's financial statements, is included in the Annual Report, which is available without charge on the Funds' website at <http://www.wilmingtonfunds.com> or by calling (800) 336-9970.

PRIME MONEY MARKET FUND — INSTITUTIONAL SHARES

	<i>For the Fiscal Years Ended June 30</i>				
	<u>2007</u>	<u>2006</u>	<u>2005</u>	<u>2004</u>	<u>2003</u>
Net Asset Value — Beginning of Year	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Investment Operations:					
Net investment income	0.05	0.04	0.02	0.01	0.01
Distributions:					
From net investment income	(0.05)	(0.04)	(0.02)	(0.01)	(0.01)
Net Asset Value — End of Year	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Total Return	5.05%	3.82%	1.74%	0.58%	1.07%
Ratios (to Average Net Assets)/ Supplemental Data: ^{1,2}					
Expenses	0.41%	0.51%	0.50%	0.53%	0.51%
Net investment income	4.94%	3.70%	1.65%	0.59%	1.10%
Net assets at the end of year (000 omitted)	\$24,400	\$11,986	\$ 6,683	\$14,105	\$28,937

¹ Prior to June 23, 2006, the Institutional Shares were known as Investor Shares and were subject to a Rule 12b-1 distribution fee.

² For the periods prior to July 1, 2005, the Fund operated as a feeder fund in a master-feeder structure. The expense and net investment income ratios include expenses allocated from the master fund. WT Investment Trust I — Prime Money Market Series. Since July 1, 2005, the Fund no longer operates in a master-feeder structure.

U.S. GOVERNMENT MONEY MARKET FUND — INSTITUTIONAL SHARES

	<i>For the Fiscal Years Ended June 30</i>				
	<u>2007</u>	<u>2006</u>	<u>2005</u>	<u>2004</u>	<u>2003</u>
Net Asset Value — Beginning of Year	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Investment Operations:					
Net investment income	0.05	0.04	0.02	0.01	0.01
Distributions:					
From net investment income	(0.05)	(0.04)	(0.02)	(0.01)	(0.01)
Net Asset Value — End of Year	<u>\$ 1.00</u>	<u>\$ 1.00</u>	<u>\$ 1.00</u>	<u>\$ 1.00</u>	<u>\$ 1.00</u>
Total Return	4.92%	3.66%	1.63%	0.53%	0.95%
Ratios (to Average Net Assets)/ Supplemental Data: ^{1,2}					
Expenses	0.49%	0.61%	0.59%	0.58%	0.57%
Net investment income	4.79%	3.58%	1.44%	0.53%	0.93%
Net assets at the end of year (000 omitted)	\$ 333	\$ 3,480	\$ 3,939	\$33,892	\$34,252

¹ Prior to June 23, 2006, the Institutional Shares were known as Investor Shares and were subject to a Rule 12b-1 distribution fee.

² For the periods prior to July 1, 2005, the Fund operated as a feeder fund in a master-feeder structure. The expense and net investment income ratios include expenses allocated from the master fund, WT Investment Trust I — U.S. Government Series. Since July 1, 2005, the Fund no longer operates in a master-feeder structure.

TAX-EXEMPT MONEY MARKET FUND — INSTITUTIONAL SHARES

	<i>For the Fiscal Years Ended June 30</i>				
	<u>2007</u>	<u>2006</u>	<u>2005</u>	<u>2004</u>	<u>2003</u>
Net Asset Value — Beginning of Year	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Investment Operations:					
Net investment income	0.03	0.02	0.01	— ¹	0.01
Distributions:					
From net investment income	(0.03)	(0.02)	(0.01)	— ¹	(0.01)
Net Asset Value — End of Year	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Total Return	3.14%	2.39%	1.16%	0.41%	0.73%
Ratios (to Average Net Assets)/ Supplemental Data: ^{2,3}					
Expenses	0.52%	0.63%	0.64%	0.58%	0.57%
Net investment income	3.06%	2.30%	0.98%	0.42%	0.72%
Net assets at the end of year (000 omitted).	\$ 793	\$13,210	\$13,084	\$46,990	\$23,382

¹ Less than \$0.01 per share.

² Prior to June 23, 2006, the Institutional Shares were known as Investor Shares and were subject to a Rule 12b-1 distribution fee.

³ For the periods prior to July 1, 2005, the Fund operated as a feeder fund in a master-feeder structure. The expense and net investment income ratios include expenses allocated from the master fund, WT Investment Trust I – Tax-Exempt Series. Since July 1, 2005, the Fund no longer operates in a master-feeder structure.

MANAGEMENT OF THE FUNDS

The Board of Trustees of WT Mutual Fund (the "Trust") supervises the management, activities and affairs of the Funds and has approved contracts with various organizations to provide, among other services, the day-to-day management required by a Fund and its shareholders.

INVESTMENT ADVISER

Rodney Square Management Corporation ("RSMC"), the Funds' investment adviser, is located at 1100 North Market Street, Wilmington, Delaware 19890. RSMC is a wholly owned subsidiary of Wilmington Trust Corporation, which is a publicly held financial services holding company. Wilmington Trust Investment Management, LLC ("WTIM"), 3455 Peachtree Road, Suite 2000, Atlanta, Georgia 30326, also a wholly owned subsidiary of Wilmington Trust Corporation and under common control with RSMC, provides certain investment services, information, advice, assistance and facilities and performs research, statistical and investment services pursuant to a sub-advisory agreement among the Trust, RSMC and WTIM. RSMC, subject to the general oversight of the Board of Trustees, has overall responsibility for directing the investments of each Fund in accordance with its investment objective, policies and limitations. RSMC provides its services exclusively to investment companies sponsored by it or its affiliates. As of September 30, 2007, RSMC had approximately \$7.9 billion in assets under management.

For the fiscal year ended June 30, 2007, RSMC received the following advisory fees as a percentage of each Fund's average daily net assets:

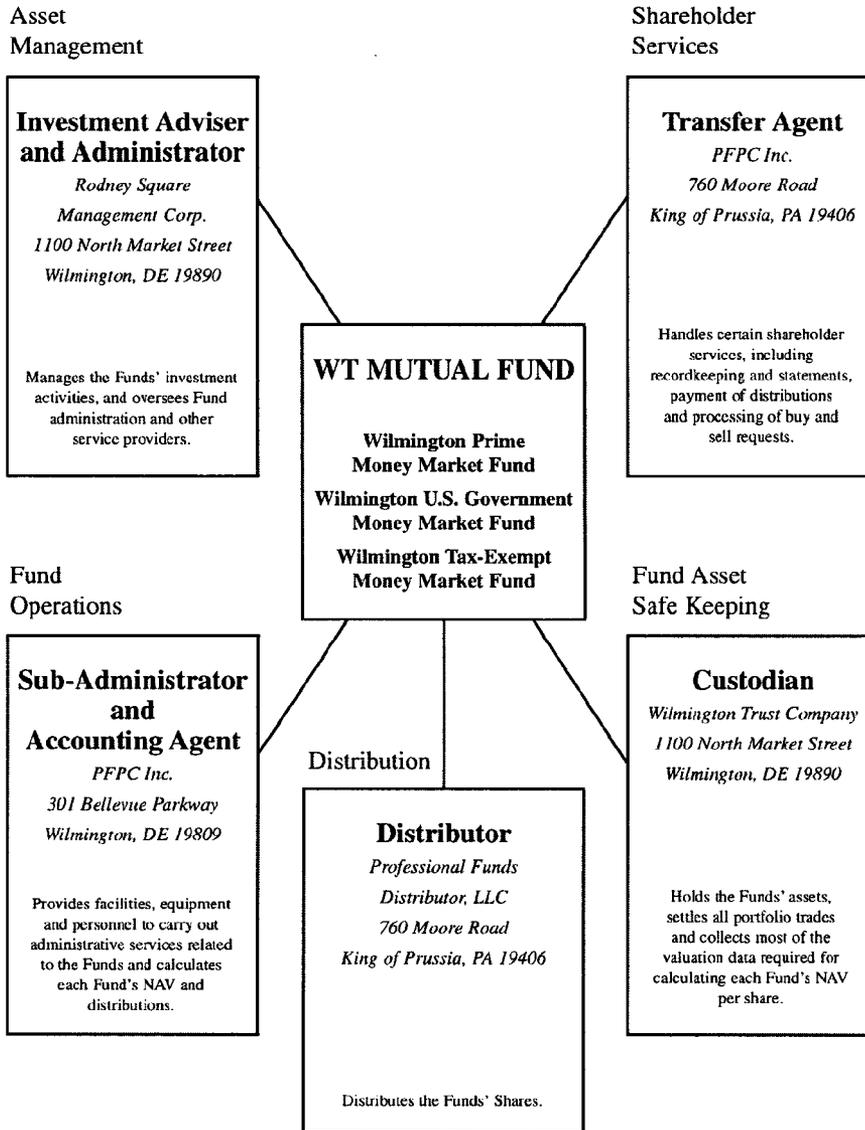
Prime Money Market Fund	0.32%
U.S. Government Money Market Fund	0.37%
Tax-Exempt Money Market Fund	0.37%

WTIM receives a sub-advisory fee from RSMC as agreed to from time to time with RSMC. Such fee paid to WTIM will not exceed the contractual amount of RSMC's fee.

A discussion of the basis for the Board of Trustees approval of the investment advisory and sub-advisory agreements for each of the Funds is included in the semi-annual report to shareholders for the period ended December 31.

SERVICE PROVIDERS

The chart below provides information on the primary service providers.



SHAREHOLDER INFORMATION

PRICING OF SHARES

The price of each Fund's shares is based on the Fund's net asset value ("NAV"). Each Fund uses its best effort to maintain its \$1.00 constant share price and values its securities at amortized cost. This involves valuing a security initially at its cost and thereafter assuming a constant amortization to maturity of any discount or premium, regardless of fluctuating interest rates on the market value of the security. All cash, receivables and current payables are carried at their face value. Other assets, if any, are valued at fair value as determined in good faith by, or under the direction of, the Board of Trustees.

PFPC Inc. ("PFPC"), the Funds' sub-administrator and accounting agent, determines the NAV per share of the Tax-Exempt Money Market Fund as of 12:00 Noon Eastern time on each "business day" (i.e., a day that the New York Stock Exchange (the "Exchange") or the Federal Reserve Bank of Philadelphia and the transfer agent are open for business). PFPC determines the NAV per share of the Prime Money Market Fund and U.S. Government Money Market Fund as of 2:00 p.m. and 5:00 p.m. Eastern time on each business day. The NAV per share is calculated by adding the value of all securities and other assets in a Fund, deducting its liabilities and dividing the balance by the number of outstanding shares in that Fund. The price at which a purchase, redemption or exchange is effected is based on the next calculation of NAV after the order is received by an authorized financial institution or the transfer agent.

PURCHASE OF SHARES

Fund shares are offered on a continuous basis and are sold without any sales charges. The minimum initial investment in Institutional Shares of each Fund is \$5,000,000. This minimum initial investment amount has been waived for shareholders of the Funds on June 23, 2006, trustees, directors, officers and employees of RSMC, the Trust, and Wilmington Trust and its affiliates, and their respective spouses, parents and children.

You may purchase shares if you are a client of Wilmington Trust through your trust or corporate cash management accounts. You may also purchase shares of a Fund through a financial intermediary which may charge additional fees and may require higher minimum investments or impose other limitations on buying and selling shares. "Financial intermediaries" include brokers, dealers, banks (including

bank trust departments), insurance companies, investment advisers, financial advisers, financial planners, retirement or 401(k) plan administrators, their designated intermediaries, and any other firm having a selling, administration or similar agreement. If you purchase shares through a financial intermediary, that party is responsible for promptly transmitting orders and may have an earlier cut-off time for purchase and redemption requests. Purchase and redemption orders placed through a financial intermediary will be deemed to have been received and accepted by the Fund when the financial intermediary accepts the order. Customer orders will be priced at the Fund's NAV next computed after they are accepted by an authorized intermediary or its authorized designee. A financial intermediary may also designate another intermediary to accept purchase and redemption orders on the Fund's behalf. Consult your investment representative for specific information.

Networking and Sub-Transfer Agency Fees: The Fund may directly enter into agreements with financial intermediaries pursuant to which the Fund will pay the financial intermediary for services such as networking or sub-transfer agency, including the maintenance of "street name" or omnibus accounts and related sub-accounting, record-keeping and administrative services provided to such accounts. Payments made pursuant to such agreements are generally based on either (1) a percentage of the average daily net assets of clients serviced by such financial intermediary, or (2) the number of accounts serviced by such financial intermediary. Any payments made pursuant to such agreements are in addition to, rather than in lieu of, Rule 12b-1 or shareholder service fees the financial intermediary may also receive. From time to time, RSMC or its affiliates may pay a portion of the fees for networking or sub-transfer agency at its or their own expense and out of its or their legitimate profits. These payments may be material to financial intermediaries relative to other compensation paid by the Funds and/or the Distributor, RSMC and their affiliates. The payments described above may differ depending on the Fund and may vary from amounts paid to the Trust's transfer agent for providing similar services to other accounts. The financial intermediaries are not audited by the Funds, RSMC or its service providers to determine whether such intermediary is providing the services for which they are receiving such payments.

In order for a financial intermediary to purchase shares of a Fund for an omnibus account, in nominee name or on behalf of another person, the Trust will enter into a shareholder information agreement with such financial intermediary or its agent. This agreement requires each financial intermediary to provide the Funds access, upon request, to information about underlying shareholder transaction activity in these accounts. If a shareholder information agreement has not been entered into by a financial intermediary, such financial intermediary will be prohibited from purchasing Fund shares for an omnibus account, in nominee name or on behalf of another person.

By Mail: You may purchase shares by sending a check drawn on a U.S. bank payable to Wilmington Money Market Funds, indicating the name and class of the Fund, along with a completed application (included at the end of this prospectus). If a subsequent investment is being made, the check should also indicate your Fund account number. When you make purchases by check, each Fund may withhold payment on redemptions until it is reasonably satisfied that the funds are collected (which can take up to 10 days). If you purchase shares with a check that does not clear, your purchase will be canceled and you will be responsible for any loss or fees incurred in that transaction. Send the check and application to:

Regular mail:

Wilmington Money Market Funds
c/o PFPC Inc.
P.O. Box 9828
Providence, RI 02940

Overnight mail:

Wilmington Money Market Funds
c/o PFPC Inc.
101 Sabin Street
Pawtucket, RI 02860-1427

By Wire: You may purchase shares by wiring federal funds. Please call PFPC at (800) 336-9970 for instructions and to make specific arrangements before making a purchase by wire, and if making an initial purchase, to also obtain an account number.

Additional Information Regarding Purchases: For the Tax-Exempt Money Market Fund orders placed and payments which are received in or converted into federal funds by 12:00 Noon Eastern time will be accepted at the price determined at 12:00 Noon Eastern time. Your shares will begin to accrue dividends on that business day. If your order is placed and payments are received in or converted into federal funds for your account after 12:00 Noon Eastern time your shares will begin to accrue dividends on the following business day.

For both the Prime Money Market Fund and the U.S. Government Money Market Fund orders placed and payments which are received in or converted into federal funds by 2:00 p.m. Eastern time will be accepted at the price determined at 2:00 p.m. Eastern time. Orders placed and payments which are received or converted into federal funds after 2:00 p.m. and up to 5:00 p.m. will be accepted at the price determined at 5:00 p.m. In each case, shares purchased on or before 5:00 p.m. will receive the dividend declared on that business day. If your order is placed and payments are received in or converted into federal funds after 5:00 p.m. your shares will begin to accrue dividends on the following business day. Any purchase order may be rejected if a Fund determines that accepting the order would not be in the best interest of the Fund or its shareholders. It is the responsibility of Wilmington Trust or the financial intermediary to transmit orders for the purchase of shares by its customers to the transfer agent and to deliver required funds on a timely basis, in accordance with the procedures stated above.

REDEMPTION OF SHARES

You may sell your shares on any business day, as described below. Redemptions are effected at the NAV next determined after the transfer agent has received your redemption request. There is no fee when Fund shares are redeemed. It is the responsibility of Wilmington Trust or the financial intermediary to transmit redemption orders and credit their customers' accounts with redemption proceeds on a timely basis. Redemption checks are normally mailed on the next business day following receipt by the transfer agent of redemption instructions. Transmission of wires for redemption proceeds and eligibility with respect to dividends declared on the day of redemption are as follows (all times are Eastern time):

WILMINGTON TAX-EXEMPT MONEY MARKET FUND

	<i>Receipt of Redemption Request by Fund</i>	
	<u><i>On or Before 12:00 Noon</i></u>	<u><i>After 12:00 Noon</i></u>
On What Day Will My Redemption Proceeds Normally Be Wired to My Account?	Same Business Day	Next Business Day
Will I Be Eligible to Receive the Day's Dividend?	No	Yes

**WILMINGTON PRIME MONEY MARKET FUND AND WILMINGTON
U.S. GOVERNMENT MONEY MARKET FUND**

	<i>Receipt of Redemption Request by Fund</i>		
	<u><i>On or Before 2:00 P.M.</i></u>	<u><i>After 2:00 P.M. and Up to 5:00 P.M.</i></u>	<u><i>After 5:00 P.M.</i></u>
On What Day Will My Redemption Proceeds Normally Be Wired to My Account?	Same Business Day	Next Business Day	Next Business Day
Will I Be Eligible to Receive the Day's Dividend?	No	No	Yes

If you purchased your shares through an account at Wilmington Trust or through a financial intermediary, you should contact Wilmington Trust or the financial intermediary for information relating to redemptions. The Fund's name and your account number should accompany any redemption requests.

By Mail: If you redeem your shares by mail, you must submit written instructions accompanied with a medallion signature guarantee by a guarantor institution that is acceptable to the transfer agent, such as a domestic bank or trust company, broker, dealer, clearing agency or savings association, participating in a recognized signature guarantee program such as the Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP) and New York Stock Exchange, Inc. Medallion Signature Program (MSP). Signature guarantees that are not part of these programs will not be accepted.

Your written instructions must include the Fund name, your account number, your printed name, and your signature. You should mail your written instructions with a medallion signature guarantee to:

Regular mail:

Wilmington Money Market Funds
c/o PFPC Inc.
P.O. Box 9828
Providence, RI 02940

Overnight mail:

Wilmington Money Market Funds
c/o PFPC Inc.
101 Sabin Street
Pawtucket, RI 02860-1427

By Telephone: If you prefer to redeem your shares by telephone you may elect to do so. However there are risks. The Funds have implemented certain safeguards and procedures to confirm the identity of callers and to confirm that the instructions communicated are genuine. If such procedures are followed, you will bear the risk of any loss.

By Check: You may use the checkwriting option to redeem Fund shares by drawing a check for \$500 or more against a Fund account. When the check is presented for payment, a sufficient number of shares will be redeemed from your account to cover the amount of the check. This procedure enables you to continue receiving dividends on those shares until the check is presented for payment. Because the aggregate amount of Fund shares owned is likely to change each day, you should not attempt to redeem all shares held in your account by using the checkwriting procedure. Charges will be imposed for specially imprinted checks, business checks, copies of canceled checks, stop payment orders, checks returned due to "nonsufficient funds" and other returned checks. These charges will be paid by automatically redeeming an appropriate number of Fund shares. Each Fund and the transfer agent reserve the right to terminate or alter the checkwriting service at any time. The transfer agent also reserves the right to impose a service charge in connection with the checkwriting service. If you are interested in the checkwriting service, contact the transfer agent for further information. This service is generally not available for clients of Wilmington Trust through their trust or corporate cash management accounts, since it is already provided for these customers through Wilmington Trust. The service may also not be available for financial intermediary clients who are provided a similar service by those organizations.

Additional Information Regarding Redemptions: The processing of redemptions and the delivery of the proceeds may be delayed beyond the same or next business day. Among the reasons for this are days when the Exchange may be closed, when an emergency exists that makes it difficult to execute portfolio transactions or by the order of the Securities and Exchange Commission for the protection of Fund shareholders. Other events could cause a delay as well.

Redemption proceeds may be wired to your predesignated bank account in any commercial bank in the United States if the amount is \$1,000 or more. The receiving bank may charge a fee for this service. For amounts exceeding \$10,000, proceeds may be mailed to your bank.

In order to authorize the transfer agent to mail redemption proceeds to your Fund account address of record, complete the appropriate section of the Application for Telephone Redemption Option or include your Fund account address of record when you submit written instructions. You may change the account that you have designated to receive amounts redeemed at any time. Any request to change the account designated to receive redemption proceeds should be accompanied by a guarantee of your signature by an eligible institution. A signature and a medallion signature guarantee are required for each person in whose name the account is registered. Further documentation will be required to change the designated account when a corporation, other organization, trust, fiduciary or other institutional investor holds the Fund shares.

If the shares to be redeemed represent a recent investment made by a check, each Fund reserves the right not to send the redemption proceeds until it believes that the check has been collected (which could take up to 10 days).

Small Accounts: If the value of your Fund account falls below \$2,500,000, the Fund may ask you to increase your balance. If after 60 days the account value is still below \$2,500,000, your account may be closed and the proceeds sent to you. The Fund will not close your account if it falls below \$2,500,000 solely as a result of a reduction in your account's market value. The minimum account balance requirement may be waived for trustees, directors, officers and employees of RSMC, the Trust, and Wilmington Trust and its affiliates, and their respective spouses, parents and children.

FREQUENT PURCHASES AND REDEMPTIONS

Money market funds such as the Funds generally are used by investors for short-term investments, often in place of bank checking or savings accounts or for cash management purposes. Investors value the ability to add and withdraw their funds quickly, without restriction. For this reason, although the Trust discourages excessive

trading and other abusive trading practices, it has not adopted policies and procedures, or imposed redemption fees or other restrictions such as minimum holding periods, to deter frequent purchases and redemptions of the Funds' shares. The Trust also believes that money market funds, such as the Funds, are not targets of abusive trading practices, because money market funds seek to maintain a \$1.00 per share price and typically do not fluctuate in value based on market prices. However, frequent purchases and redemptions of the Funds' shares could increase the Funds' transaction costs, such as market spreads and custodial fees, and may interfere with the efficient management of the Funds, which could detract from their performance. Accordingly, the Funds reserve the right to refuse any purchase or exchange request. Other Wilmington Funds that are not money market mutual funds have adopted policies and procedures that are intended to discourage and prevent abusive trading practices in those mutual funds which may apply to exchanges from or into the Funds. If you plan to exchange your Fund shares for shares of another Wilmington Fund, please read the prospectus of that other fund for more information. Prospectuses for the other Wilmington Funds may be obtained, free of charge, on the Funds' website at <http://www.wilmingtonfunds.com> or by calling (800) 336-9970.

EXCHANGE OF SHARES

You may exchange all or a portion of your shares in a Fund for Institutional Shares of the following funds ("Wilmington Funds"):

- Wilmington Aggressive Asset Allocation Fund
- Wilmington Moderate Asset Allocation Fund
- Wilmington Conservative Asset Allocation Fund
- Wilmington ETF Allocation Fund
- Wilmington Prime Money Market Fund
- Wilmington U.S. Government Money Market Fund
- Wilmington Tax-Exempt Money Market Fund
- Wilmington Short/Intermediate-Term Bond Fund
- Wilmington Broad Market Bond Fund
- Wilmington Municipal Bond Fund
- Wilmington Large-Cap Core Fund
- Wilmington Large-Cap Value Fund
- Wilmington Large-Cap Growth Fund
- Wilmington Small-Cap Core Fund
- Wilmington Small Cap Value Fund
- Wilmington Small Cap Growth Fund
- Wilmington Multi-Manager Large-Cap Fund
- Wilmington Multi-Manager Small-Cap Fund
- Wilmington Multi-Manager International Fund

Wilmington Multi-Manager Real Asset Fund
Wilmington Fundamentally Weighted Large Company Fund
Wilmington Fundamentally Weighted Small Company Fund

Redemption of shares through an exchange will be effected at the NAV per share next determined after the transfer agent receives your request. A purchase of shares through an exchange will be effected at the NAV per share determined at that time or as next determined thereafter.

Exchange transactions will be subject to the minimum initial investment and other requirements of the Wilmington Fund into which the exchange is made. Unless a waiver of the minimum account balance has been granted, an exchange may not be made if the exchange would leave a balance of less than \$500 in a shareholder's account.

Prospectuses of the other Wilmington Funds may be obtained, free of charge, on the Funds' website at <http://www.wilmingtonfunds.com> or by calling (800) 336-9970. To obtain more information about exchanges, or to place exchange orders, contact the transfer agent, or, if your shares are held in a trust account with Wilmington Trust or in an account with a financial intermediary, contact Wilmington Trust or the financial intermediary. The Wilmington Funds may terminate or modify the exchange offer described here and will give you 60 days notice of such termination or modification.

DISTRIBUTIONS

Distributions from the net investment income of each Fund are declared daily as a dividend and paid monthly to you. Any net capital gain realized by a Fund will be distributed annually.

All distributions are reinvested in additional shares, unless you elect to receive the distributions in cash. Shares become entitled to receive distributions on the day after the shares are issued.

TAXES

As long as a Fund meets the requirements for being a "regulated investment company," it pays no Federal income tax on the earnings and gains it distributes to shareholders. The Funds' distributions of net investment income (which include net short-term capital gains), whether received in cash or reinvested in additional Fund shares, are generally taxable to you as ordinary income. Each Fund will notify you following the end of the calendar year of the amount of dividends paid that year.

You will not recognize any gain or loss on the sale (redemption) or exchange of shares of a Fund so long as that Fund maintains a stable price of \$1.00 a share. Dividend distributions by the Tax-Exempt Money Market Fund of the excess of its interest income on tax-exempt securities over certain amounts disallowed as deductions (“exempt-interest dividends”) may be treated by you as interest excludable from your gross income. The Tax-Exempt Money Market Fund intends to distribute income that is exempt from Federal income tax, though it may invest a portion of its assets in securities that generate taxable income. Income exempt from Federal income tax may be subject to state and local income tax. Additionally, any capital gains distributed by the Tax-Exempt Money Market Fund may be taxable.

State and Local Income Taxes: You should consult your tax adviser concerning state and local taxes, which may have different consequences from those of the Federal income tax law.

This section is only a summary of some important income tax considerations that may affect your investment in a Fund. More information regarding those considerations appears in our SAI. You are urged to consult your tax adviser regarding the effects of an investment on your tax situation.

DISTRIBUTION ARRANGEMENTS

Professional Funds Distributor, LLC manages the Funds' distribution efforts and provides assistance and expertise in developing marketing plans and materials, enters into dealer agreements with broker-dealers to sell shares and provides shareholder support services, directly or through affiliates. The Funds do not charge any sales loads, deferred sales loads or other fees in connection with the purchase of shares.

SHARE CLASSES

The Funds issue Institutional and W Shares. The Prime Money Market Fund and the U.S. Government Money Market Fund also issue Service Shares. Each class of shares bears a pro-rata portion of the Fund's common expenses in addition to expenses directly attributable to that class. Institutional Shares are offered to retirement plans and other institutional investors. Service Shares are offered to investors who use a financial intermediary to process transactions and pay a Rule 12b-1 distribution fee and a shareholder service fee. Any investor may purchase W Shares which are subject to a shareholder service fee.

FOR MORE INFORMATION

FOR INVESTORS WHO WANT MORE INFORMATION ON THE FUNDS, THE FOLLOWING DOCUMENTS ARE AVAILABLE FREE UPON REQUEST:

Annual/Semi-Annual Reports: Additional information about the Funds' investments is available in the Funds' annual and semi-annual reports to shareholders. These reports contain performance data and information on the Funds' portfolio holdings and operating results for the most recently completed fiscal year or half-year. The annual report will also include a discussion of the market conditions and investment strategies that significantly affected each Fund's performance during its last fiscal year.

Statement of Additional Information (SAI): The SAI provides additional technical and legal descriptions of a Fund's policies, investment restrictions, risks, and business structure, including a description of the Funds' policies and procedures with respect to the disclosure of the Funds' securities holdings. The information in the SAI is incorporated into this prospectus by this reference.

Copies of these documents and answers to questions about the Funds may be obtained without charge by contacting:

WT Mutual Fund
c/o PFPC Inc.
101 Sabin Street
Pawtucket, RI 02860-1427
(800) 336-9970
9:00 a.m. to 5:00 p.m., Eastern time

The Funds' SAI, annual and semi-reports are accessible, free of charge, on the Funds' website at <http://www.wilmingtonfunds.com>. Reports and information about the Funds (including the SAI and annual and semi-annual reports) also may be viewed or downloaded, free of charge, from the EDGAR database on the SEC's website at <http://www.sec.gov>. Such information can also be reviewed and copied at the Public Reference Room of the Securities and Exchange Commission in Washington, D.C. Copies of this information may be obtained, upon payment of a duplicating fee, by electronic request at the following e-mail address: publicinfo@sec.gov, or by writing the Public Reference Room of the SEC, Washington, D.C., 20549-0102. Information on the operation of the Public Reference Room may be obtained by calling the SEC at (202) 942-8090.

FOR MORE INFORMATION ON OPENING A NEW ACCOUNT, MAKING CHANGES TO EXISTING ACCOUNTS, PURCHASING, EXCHANGING OR REDEEMING SHARES, OR OTHER INVESTOR SERVICES, PLEASE CALL (800) 336-9970.

The investment company registration number is 811-08648.

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**WILMINGTON
FUNDS
Money Market
Funds**

11/07

INSTITUTIONAL SHARES

APPLICATION & NEW ACCOUNT REGISTRATION

INSTRUCTIONS:
FOR WIRING INSTRUCTIONS OR
FOR ASSISTANCE IN COMPLETING
THIS FORM CALL (800) 336-9970

RETURN THIS COMPLETED FORM TO:
WILMINGTON MONEY MARKET
FUNDS — INSTITUTIONAL SHARES
C/O PFPC Inc.
P.O. Box 9828
PROVIDENCE, RI 02940

FUND SELECTION (\$5,000,000 MINIMUM)

- WILMINGTON PRIME MONEY MARKET FUND-(FSR 1) \$ _____
- WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND-(FSR 2) \$ _____
- WILMINGTON TAX-EXEMPT MONEY MARKET FUND-(FSR 3) \$ _____

TOTAL AMOUNT TO BE INVESTED \$ _____

_____ By check. (Make payable to the applicable Fund.)

_____ By wire. Call 1-800-336-9970 for Instructions.

Bank from which funds will be wired _____ wire date _____

ACCOUNT REGISTRATION

1. Individual

First Name	MI	Last Name	Date of Birth*
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_____ 1st Owner's Social Security Number*

2. Joint Tenancy

First Name	MI	Last Name	Date of Birth*
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("Joint Tenants with Rights of Survivorship" unless otherwise Specified)

_____ Joint Owner's Social Security Number*

3. Gifts to Minors

_____ under the _____

Minor's Name	Minor's Date of Birth*	State	Uniform Gifts/ Transfers to Minors Act
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_____ Minor's Social Security Number*

4. Other Registration

_____ Customer Date of Birth _____ Customer Tax ID No.*

5. If Trust, Date of Trust Instrument: _____

As joint tenants use Lines 1 and 2; as custodian for a minor, use Lines 1 and 3.

In the name of a corporation, trust or other organization or any fiduciary capacity, use Line 4.

* Customer Tax Identification No.: (a) for an individual, joint tenants, or a custodial account under the Uniform Gifts/Transfers to Minors Act, supply the Social Security number of all of the registered account owners; (b) for a trust, a corporation, a partnership, an organization, a fiduciary, etc., supply the Employer Identification number of the legal entity or organization that will report income and/or gains.

MONEY-INST-APPL-11/07

ADDRESS OF RECORD Must be a street address. If a post office box is preferred, please provide a mailing address on an additional sheet of paper.

Street

City State Zip Code

DISTRIBUTION OPTIONS — If these boxes are not checked, all distributions will be invested in additional shares.

	Pay Cash for:	
	Income Dividends	Other
WILMINGTON PRIME MONEY MARKET FUND	<input type="checkbox"/>	<input type="checkbox"/>
WILMINGTON U.S. GOVERNMENT MONEY MARKET FUND	<input type="checkbox"/>	<input type="checkbox"/>
WILMINGTON TAX-EXEMPT MONEY MARKET FUND	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATIONS AND SIGNATURE(S) — Please sign exactly as registered under "Account Registration."

I have received and read the Prospectus for the Wilmington Money Market Funds and agree to its terms; I am of legal age. I understand that the shares offered by this Prospectus are not deposits of, or guaranteed by, Wilmington Trust Company, or any other bank, nor are the shares insured by the Federal Deposit Insurance Corporation, the Federal Reserve Board or any other agency. I further understand that investment in these shares involves investment risks, including possible loss of principal. If a corporate customer, I certify that appropriate corporate resolutions authorizing investment in the Wilmington Money Market Funds have been duly adopted.

I hereby represent that I am not and am not acting on behalf of: (1) a foreign financial institution or foreign intermediary, (2) a non-U.S. person, or (3) a foreign political official;

OR CHECK BOX

I am making this investment for or on behalf of one or more non-U.S. persons or entities.

Under the Interest and Dividend Tax Compliance Act of 1983, the Funds are required to have the following certification:
Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- (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 Internal Revenue Service (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).

Note: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. 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 Ted V. Bunker Date _____

Signature _____ Date _____

Joint Owner/Trustee

Check one: Owner Trustee Custodian Other _____

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

←
What date is Ted signing this?

WILMINGTON
FUNDS
Money Market
Funds

11/07

INSTITUTIONAL SHARES

APPLICATION for TELEPHONE REDEMPTION OPTION

Telephone redemption permits redemption of Fund shares by telephone, with proceeds directed only to the Fund account address of record or to the bank account designated below. For investments by check, telephone redemption is available only after these shares have been on the Fund's books for 10 days.

This form is to be used to add or change the telephone redemption option on your account(s).

ACCOUNT INFORMATION

Fund Name(s): _____

Fund Account Number(s): _____

(Please provide if you are a current account holder.)

Registered in the Name(s) of: _____

Registered Address: _____

Note: If this form is not submitted together with the application, a corporate resolution must be included for accounts registered to other than an individual, a fiduciary or partnership.

REDEMPTION INSTRUCTIONS

Add Change

Check one or more:

Mail proceeds to my Fund account address of record (must be \$10,000 or less and address must be established for a minimum of 60 days)

Mail proceeds to my bank

Wire proceeds to my bank (minimum \$1,000)

All of the above

Telephone redemption by wire can be used only with financial institutions that are participants in the Federal Reserve Bank Wire System. If the financial institution you designate is not a Federal Reserve participant, telephone redemption proceeds will be mailed to the named financial institution. In either case, it may take a day or two, upon receipt for your financial institution to credit your bank account with the proceeds, depending on its internal crediting procedures.

MONEY-INST-APPL-11/07

BANK INFORMATION

Please complete the following information only if proceeds mailed/wired to your bank was selected. **A voided bank check must be attached to this application.**

Name of Bank _____
Bank Routing Transit # _____
Bank Address _____
City/State/Zip _____
Bank Account Number _____
Name(s) on Bank Account _____

AUTHORIZATIONS

By electing the telephone redemption option, I appoint the transfer agent my agent to redeem shares of any designated fund when so instructed by telephone. This power will continue if I am disabled or incapacitated. I understand that a request for telephone redemption may be made by anyone, but the proceeds will be sent only to the account address of record or to the bank listed above. Proceeds in excess of \$10,000 will only be sent to my predesignated bank. By signing below, I agree on behalf of myself, my assigns, and successors, not to hold the transfer agent and any of its affiliates, or any Fund responsible for acting under the powers I have given the transfer agent. I also agree that all account and registration information I have given will remain the same unless I instruct the transfer agent otherwise in a written form, including a signature guarantee. If I want to terminate this agreement, I will give the transfer agent at least ten days notice in writing. If the transfer agent or the Fund wants to terminate this agreement, they will give me at least ten days notice in writing.

All owners on the account must sign below and obtain signature guarantee(s).

Signature of Individual Owner

Signature of Joint Owner (if any)

Signature of Corporate Officer, Trustee or other — please include your title

You must have a signature(s) guaranteed by an eligible institution acceptable to the Fund's transfer agent, such as a bank or trust company, broker/dealer, clearing agency or savings association who are participants in a medallion program recognized by the Securities Transfer Association. A Notary Public is not an acceptable guarantor. For more information on signature guarantees, see "Redemption of Shares" in the prospectus.

SIGNATURE GUARANTEE(S) (stamp)

TRUSTEES

Nicholas A. Giordano
Chairman of the Board

Robert H. Arnold

Dr. Eric Brucker

Ted T. Cecala

Robert J. Christian

Louis Klein Jr.

John J. Quindlen

Mark A. Sargent

OFFICERS

Neil Wolfson
President & Chief Executive Officer

John J. Kelley
Vice President & Chief Financial Officer

Charles D. Curtis
Vice President & Treasurer

Edward W. Diffin Jr.
Vice President & Secretary

Anna M. Bencrowsky
Chief Compliance Officer

Joseph M. Fahey Jr.
Vice President

Clayton M. Albright
Vice President

CUSTODIAN

Wilmington Trust Company
1100 North Market Street, Wilmington, DE 19890

INVESTMENT ADVISER AND ADMINISTRATOR

Rodney Square Management Corporation
1100 North Market Street, Wilmington, DE 19890

SUB-ADMINISTRATOR, TRANSFER AGENT, AND ACCOUNTING AGENT

PFPC Inc.
301 Bellevue Parkway, Wilmington, DE 19809

**WILMINGTON
FUNDS** |

MONEY_Inst_Proc_11/07

Robert Spallina

From: Robert Spallina
Sent: Tuesday, April 29, 2008 9:08 AM
To: 'Wolken, Jeffrey'
Cc: Donald R. Tescher; Fritz, David S.
Subject: RE: Bernstein Family - document review/due diligence request

Jeff - the likelihood of the revocable trust not being in existence is remote, but your point is well taken. We will modify the language accordingly and move forward with the due diligence you will need to open accounts.

Best regards,

Robert

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847
Facsimile: 561-998-2642
E-mail: rspallina@tescherlaw.com

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From: Wolken, Jeffrey [mailto:JWolken@WilmingtonTrust.com]
Sent: Monday, April 28, 2008 2:00 PM
To: Robert Spallina
Cc: Donald R. Tescher; Fritz, David S.
Subject: RE: Bernstein Family - document review/due diligence request

Good Afternoon:

I completed our review of the draft trust agreement and have only one item that I would like to raise with you. At the end of Section 1, paragraph B, the remaining property is distributed to the Personal Representative of the Trustor's estate if the designated trust is not then in existence. The question I have is whether pouring the assets back into the probate estate would potentially subject them to claims that arose during life which a creditor presented to the estate upon death?

A lifetime creditor who could not access the assets in the Irrevocable Trust could wait for the

4/29/2008

trustor's death and present the claim to the personal representative. If these assets pass back to the PR, they could become subject to this claim where they were shielded during life. Consequently, you may consider having the default be individually designated beneficiaries or classes of beneficiaries, or another standby trust to avoid the possibility that the assets could become subject to claims by passing through the estate.

Other than this question/issue, we do not have any other comments related to the draft trust and we would be able to administer this trust.

In an earlier message, I mentioned that we have an account opening process that requires us to complete a due diligence process in order to comply with various banking and trust laws/regulations such as the Patriot Act, etc. For this purpose, we require the following information/documentation (I apologize if you have already received this request. I just wanted to keep things moving in case you do not already have this information):

A. For the settlor and the settlor's wife (who are each permissible current beneficiaries) and the person given the power to replace trustees, William Stansbury, we will need the following information in order to process mandatory background checks:

Full name
HOME mailing address
HOME telephone number
Social Security number
Date of Birth
Driver's license or passport number with expiration date and state/office of issuance
Citizenship

B. I attach a copy of a pre-printed form document titled "Trusteeship Disclosures and Waivers Form". This document is a combination of our privacy policy and other mandatory disclosures we are required to make to new clients prior to creating a trust account on their behalf. The settlor would review this document and mark any appropriate elections on pages 4-5 (these elections relate to sharing of information, selection of money market sweep vehicle for any cash held in the account, etc.). Finally, the settlor would sign the form on the top left line of page 5 as the Trustor of his trust.

C. We will need to receive a signed W-9 from each adult who is a potential recipient of distributions from the trust (Simon and Shirley). Both of these potential beneficiaries should fill in their own form with his/her personal information and Social Security number and then sign it to verify that the information is correct.

D. Since the trust is structured as an asset protection trust, we will require that the settlor provides us with a signed solvency letter in a format similar to the attached form letter. The purpose of the letter is to confirm the facts surrounding the funding of the trust in order to support the fact that the funding is not a fraudulent conveyance.

E. Finally, we will need Mr. Stansbury, who is named as an advisor to the trust, to accept his appointment under the trust agreement. In addition, the trust agreement requires that Mr. Bernstein must accept in writing his appointment as the Investment Advisor. Attached are form acceptance letters.

Please do not hesitate in contacting me if you have any questions regarding this information or our trust acceptance process. Please forward the requested information/documentation as it becomes available so that we can process it and contact you if any follow-up is necessary.

4/29/2008

Regards,
Jeff

Jeffrey C. Wolken
Vice President
Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890
Phone: 302-651-8192
Fax: 302-427-4624
email: jwolken@wilmingtontrust.com

From: Robert Spallina [mailto:RSpallina@tescherlaw.com]
Sent: Friday, April 25, 2008 10:16 AM
To: Wolken, Jeffrey
Cc: Fritz, David S.; Donald R. Tescher
Subject: RE: Bernstein Family

Dear Jeff - attached is a draft of the DAPT we propose establishing for our client. We have limited its duration to the client's lifetime, and have provided for a pour-over of its assets to the client's estate (rev trust) at death. As discussed, the trust will likely hold only one asset, a limited partnership interest. Please review and contact us to discuss at your earliest convenience. We are looking to finalize matters for the client and his son, who would also have a similar trust. Thanks for your help.

Best regards,

Robert

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
2101 Corporate Blvd., Suite 107
Boca Raton, Florida 33431
Telephone: 561-998-7847
Facsimile: 561-998-2642
E-mail: rspallina@tescherlaw.com

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4/29/2008

Florida
DRIVER LICENSE CLASS E
S352-925-50-02R-0
WILLIAM STANSBURY
8520 CAVIRO LANE
BOYNTON BEACH FL 33437-3700
DOB: 01-28-1950 SEX: M HGT: 5-07
ISSUED: 11-27-2006
EXPIRES: 09-29-2011
REST. A
ENDORSE

X620611172455 SAFE DRIVER
Operation of a motor vehicle constitutes consent to any sobriety test required by law

Solvency Letter

_____, 200_

Attention:

Re:

Ladies and Gentlemen:

This letter is written to you in connection with my creation of the above-captioned trust (the "Trust"), which I will create after delivery of this letter.

I am aware that under certain circumstances assets held in the Trust may not be reached by my personal creditors. I have been advised by you that a personal creditor of mine could reach assets held in the Trust if the creditor could prove that my transfer of assets to the Trust was a fraudulent transfer.* I also understand that no assurance can be given that the law of Delaware would apply to the determination as to whether a transfer of assets to the Trust is a fraudulent transfer. Accordingly, I have, to the extent I deem advisable, consulted with counsel in Delaware and in other states including my state of residence, regarding the laws pertaining to fraudulent transfers in those states. You have not advised me in any manner with respect to the fraudulent transfer laws, or law of similar import, in any state.

I have no intent to hinder, delay or defraud any creditor of mine in connection with the transfer of assets to the Trust or otherwise.

I am not now engaged in, nor do I have any intent or plan to engage in, any business or transaction for which my assets remaining after the completion of my intended transfer of assets to the Trust would be unreasonably small in relation to the business or transaction.

* Under Delaware law, a transfer is fraudulent if (i) made by the debtor with actual intent to hinder, delay or defraud a creditor, (ii) the debtor engages in a business or transaction for which his assets remaining thereafter are unreasonably small in relation to the business or transaction, or (iii) the debtor intended or should have known that he would incur debts beyond his ability to pay when due. See 6 Del. C. § 1304(a). The fraudulent transfer laws of other states may be more or less restrictive.

I do not intend to incur, nor do I have any belief or reason to believe that I will incur, debts beyond my ability to pay when due.

I am not presently involved in, nor am I aware of, any pending or threatened litigation in which any person is directly or indirectly seeking damages against me [, except for those matters or court actions identified in Exhibit "A"]. I am not involved in any administrative proceeding under the jurisdiction of a federal, state or municipal government as of this date [, except as set forth in Exhibit "A"].

Upon the completion of my intended transfer of assets to the Trust, I will not have made a transfer to the Trust of substantially all of my assets.

[Except as described in Exhibit "B" attached hereto, to] OR [To] the best of my knowledge, I am not liable for, or indebted to, any person who suffered death, personal injury or property damage on or before the date upon which I create and fund the Trust, whose death, personal injury or property damage may be determined at any time to have been caused in whole or in part either by my act or omission or by the act or omission of another person for whom I am vicariously liable.

[Except as described in Exhibit "C" attached hereto,] I am not presently in arrears on account of any agreement or court order for the payment of support or alimony in favor of my spouse, my former spouse or my children, nor have I failed to comply with any agreement or court order providing for the division of property in favor of my spouse or former spouse.

I have no intent to abscond.

No part of my intent in creating the Trust is to conceal assets.

I am not currently insolvent, nor have I incurred debts I am unable to pay when due. I do not currently contemplate filing for relief under the provisions of the U.S. Bankruptcy Code, nor am I involved in any situation that I reasonably anticipate would cause me to file for relief thereunder in the future.

Following the completion of my intended transfer of assets to the Trust, I will remain solvent and the value of my assets will substantially exceed my debts. To the best of my knowledge, I will remain able to pay my debts as they come due.

When I state that my assets will exceed my debts, I am referring to all of my property that is not encumbered by a valid lien except to the extent it is generally exempt under nonbankruptcy law, and except for property held in tenancies by the entirety when it is not subject to process by a creditor holding a claim against only one tenant.

I am not about to incur substantial debt, nor have I already incurred a substantial debt in relation to the value of my assets.

I have full right, title and authority to make the intended transfer of assets to the Trust. None of the assets that I intend to transfer to the Trust have been pledged or otherwise promised in satisfaction of any debt nor are any of those assets subject to any lien, encumbrance, or security interest of any type.

The assets intended to be transferred to the Trust were not derived from unlawful activities.

Whenever in this letter I refer to my "creditors" or my "debts," I mean to include both my direct creditors and direct debts and those creditors to whom, and those debts for which, I am, or may be, jointly and severally liable or indirectly liable such as, for example, those creditors to whom, and debts for which, I am, or may be, liable on account of my status as a general partner in a partnership or guarantor of the debt of another.

I intend that each person now or hereafter serving as Trustee or Advisor for the Trust may rely upon this letter in agreeing to act as a fiduciary of the Trust. You, along with any other Trustee of the Trust, may rely upon it for any purpose including assisting in any defense in any legal proceeding that may be brought against you in your corporate or fiduciary capacity.

Very truly yours,

SUBSCRIBED AND SWORN to before me

This ____ day of _____, 200_

Notary Public

TRUSTEESHIP DISCLOSURES AND WAIVERS

*Wilmington Trust
Company*

This document contains various disclosures that we, the Wilmington Trust entity indicated at left, make in connection with our agreement to serve as trustee or co-trustee.

1. Account and Investment Activity

You understand and agree that:

- a) We will provide periodic statements of account activity, (at least quarterly), asset values, tax reporting information, and any other legally required information.
- b) We may hold trust account assets in nominee name.
- c) In managing the trust account, we may provide advice or exercise investment responsibilities differently, either in nature or in timing, than we do for other accounts we manage, provided we act in good faith.
- d) We may invest, for ourselves or others, in the same security we purchase for the trust account.
- e) We may combine trading orders for the trust account with trading orders for other accounts to effect transactions, and, if a particular transaction is not filled completely, the trust account will share in the results on a pro rata basis.
- f) We may complete any transaction in the trust account as a cross-transaction with another account at Wilmington Trust, so long as the cost and quality of execution is comparable to that available at that time through channels we might have used had no cross-transaction opportunity been available.
- g) We are not responsible for the accuracy of information, including asset valuations, furnished by you, anyone on your behalf, the issuer of any security or any reputable third party.
- h) We may charge the trust account a customary fee for any overdrafts.
- i) Any mutual funds in which the trust account is invested, including our own Wilmington Trust family of mutual funds, are legally separate from Wilmington Trust's corporate affiliates. Shares of mutual funds (including money market funds) and other investment funds are not bank obligations or deposits, are not insured by the FDIC, and may fluctuate in value.

2. Parties Performing Various Services

You understand and agree that:

- a) We may hire subcustodians (including our affiliates) and depositories.
- b) We may use our affiliates to perform services on behalf of the trust (for example, brokerage services and services to mutual funds.).
- c) Any investment management services we provide may be performed by Wilmington Trust Investment Management, LLC, a registered investment advisor, as sub-advisor, and that trust and custody services are performed by the Wilmington Trust entity indicated above. We also may engage the services of one or more other sub-advisors, including affiliates, and we will periodically monitor the performance of sub-advisors.
- d) Wilmington Trust receives additional fees beyond those described in the applicable fee schedule or fee agreement whenever we:

- invest trust account assets in a mutual fund or other investment fund to which we or an affiliate provides services (this may include both affiliated and unaffiliated funds)
- use one of our affiliates (such as a brokerage firm) to perform services for the trust account

The fund disclosure documents show which third parties, and which of our affiliates, provide which services and how they are paid.

3. Our Privacy Policy APPLIES TO REVOCABLE TRUSTS ONLY

Purpose of the Policy

In providing financial services, we accumulate personal information about our clients that is not publicly available ("personal information").

We mainly use your personal information to do business with you. However, we may also share this information with companies within the Wilmington Trust family and with carefully selected companies outside of our family in order to help you meet your financial goals, such as when we believe that you could benefit from a product or service offered by us or another company with whom we have a trusted business relationship. If you do not want us to share your personal information for this purpose, you can so indicate on the signature page of this agreement.

Security of Personal Information

We restrict access to your personal information to those staff members who need to know that information to provide products and services to you. In addition, we diligently maintain physical, electronic, and procedural safeguards that comply with federal standards to guard the security of your information, and we require other entities that have access to personal information as described in this policy to maintain similar safeguards.

PRIVACY POLICY FACTS

Issuing entities

- Wilmington Trust Company
- Wilmington Trust FSB
- Wilmington Trust of Pennsylvania
- Wilmington Trust Investment Management

Individuals covered

Past, present, and potential clients of any of the entities above.

Examples of information that may be collected and disclosed

- Name, age, and address
- Employer and income level
- Financial information
- Credit history
- Social Security number
- Use of products and services
- Account information

Main sources of personal information

- Your applications, forms, and other information you provide
- Your transactions with us and with other parties
- Calls, letters and other communications with you
- Outside companies used to verify your information, such as credit bureaus

PRIVACY POLICY FACTS,
continued**Main functions of personal information**

- Doing business with you
- Verifying identity and guarding against fraud
- Complying with government regulations
- Identifying products or services that may be of use to you

Main users of personal information

- Wilmington Trust and its affiliates
- Outside companies that help us service your account
- Government entities that are legally entitled to request personal information
- Credit bureaus
- Outside companies with whom we have joint marketing agreements or who market on our behalf
- Outside companies offering products or services we believe could benefit you

Sharing of Information Within the Wilmington Trust Corporate Family

From time to time, such as for responding to client inquiries and for risk control purposes, we may share personal information about you with companies that are part of the Wilmington Trust corporate family.

Unless you request otherwise, we may also share personal information about you within our corporate family when we think it may help you to meet your financial goals and objectives. These companies all provide financial services, including, but not limited to, loans, leases, credit cards, family office services, brokerage services and insurance services.

Sharing of Information Outside of the Wilmington Trust Corporate Family

We may share some or all of your personal information with outside companies that perform marketing services on our behalf, or with other financial institutions with which we have joint marketing arrangements (such as financial service providers with which we offer products such as credit cards). We also may share some or all of your personal information with other companies that assist us in servicing your accounts, preparing monthly statements and/or processing and printing of checks; government agencies in response to subpoenas or regulatory requirements; credit reporting agencies to which we report information about your transactions with us; and otherwise as permitted by law.

Unless you request otherwise, we may also share your personal information with outside companies that we believe will be able to help us to help you meet your financial goals by providing additional financial products and services.

Your Privacy Choices

You have two choices: one concerning companies within the Wilmington Trust family, the other concerning outside companies. Where we have indicated above that you can request that we not share your personal information, you can check the appropriate box(es) on the signature page with respect to one, both, or neither.

If you have no objection to our sharing of personal information about you with other financial service providers, both within and outside of the Wilmington Trust corporate family, to help you meet your financial goals, you do not have to do anything. However, if you do nothing and you have previously submitted your privacy choices to us in connection with other relationships you may have with us, we will continue to honor those elections for all of your relationships.

Unless we receive indication to the contrary, your choices will apply to all individuals with whom you hold joint accounts, unless the joint accountholder(s) submits to us privacy choices that are different from your own choices.

Once indicated, a choice will remain in effect until you change it by notifying us in writing.

Policy Updates

This notice supersedes any previous Privacy Policy notice from us. We may amend our privacy policy at any time, and will inform you of changes as required by law.

4. Signatures

By signing below:

- a) You represent that you are authorized to execute this document.
- b) You indicate that you understand and acknowledge the terms of this document.
- c) You agree to comply with all laws and regulations that apply to you and your trust's relationship with us.
- d) You agree to provide us with your name, date of birth, address, and other identifying information or documents we request in order for us to verify and record your identity as required by Federal laws designed to fight the funding of terrorism and money-laundering activities. We may also ask for identifying documents such as your driver's license or passport.
- e) You agree to accept our periodic statements as sufficient information concerning transactions in the trust account and you waive your right to receive transaction confirmations, unless you indicate otherwise below or in subsequent notice to us.
 - You wish to exercise your right to start receiving copies of individual transaction confirmations, at no expense to you other than a reasonable fee, as permitted by law, that Wilmington Trust may charge if it has investment responsibility for the trust account.
- f) You agree to notify us promptly in writing of any discrepancy in an account statement.
- g) If the trust agreement is governed by the California law, you waive your right to receive written notice from us of our initial investment of the trust account in any Wilmington Trust-sponsored mutual funds and to receive the related prospectuses within the time stipulated by California law.
- h) You request that idle cash be invested in the following money market fund, and you acknowledge that you have received a prospectus for that fund:
 - Wilmington Prime Money Market Portfolio (Service Class)
 - Wilmington US Government Portfolio (Service Class)
 - Wilmington Tax Exempt Portfolio (Service Class)

If no choice is indicated, this fund will be selected.
- i) You understand that we are obligated to provide the name(s), address(es), and share positions of those persons or entities with authority for voting proxies to issuers of securities held in the trust account (or to other parties an issuer may designate), unless you indicate otherwise below or through subsequent notice to us in writing.
 - You request that we withhold the identifying information of those responsible for voting proxies relating to the trust account from issuers and their designates.

April , 2008

Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890

Attn: Jeffrey C. Wolken

Re: Acceptance of Appointment as the Investment Advisor for the
Simon L. Bernstein Irrevocable Trust Agreement.

Dear Mr. Wolken:

Please know that I hereby accept my appointment as the Investment Advisor of The Simon L. Bernstein Irrevocable Trust Agreement under Section 7 of said Trust. I agree that all powers conferred upon me as the Investment Advisor will be exercised in a fiduciary capacity for the exclusive interest of the beneficiaries.

Regards,

Simon L. Bernstein, Investment Advisor

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
_ _ - _ - _ _
OR
Employer identification number
_ _ - _ _ _ _

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
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 Internal Revenue Service (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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,

7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



IMPORTANT INFORMATION ABOUT NEW ACCOUNT OPENING PROCEDURES

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or institution that opens a new account.

Please be prepared to provide your name, address, date of birth, tax identification number, phone number, or other information that will enable us to confirm your identity when you open a new account at Wilmington Trust. Wilmington Trust may also ask to see your driver's license or other documents to verify your identity. Thank you for your cooperation.

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April , 2008

Wilmington Trust Company
1100 North Market Street
Wilmington, DE 19890

Attn: Jeffrey C. Wolken

Re: Acceptance of Appointment as the Protector for the
Simon L. Bernstein Irrevocable Trust Agreement.

Dear Mr. Wolken:

Please know that I hereby accept my appointment as the protector of The Simon L. Bernstein Irrevocable Trust Agreement under Section 14 of said Trust. Under this Section, I am given the power to remove and replace the trustee of said Trust.

Regards,

William E. Stansbury, Investment Advisor

TRUST AGREEMENT
FOR THE
JULIA IANTONI IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT
FOR THE
JULIA IANTONI IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Julia Iantoni Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, JULIA IANTONI ("Beneficiary").

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

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

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

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

**ARTICLE 5
PROVISIONS GOVERNING TRUSTEES**

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

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

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

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

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

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons

represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

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

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

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

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

5.10 Successor Trustee. In the event the initial Trustee, Gerald R. Lewin, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

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

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

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

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

7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which

it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

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

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

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

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

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any

manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

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

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

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

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

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

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

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

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

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

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

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

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations

obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

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

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

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

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

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

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

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

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

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

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

**ARTICLE 8
SUBCHAPTER S STOCK**

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

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

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

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

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

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

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

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

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

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

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

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

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

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

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

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

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee,

and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

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

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

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

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

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

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

(a) **Trustees.**

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

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

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

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

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

(c) **Other Terms.**

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

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

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

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

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

11.4 Certifications.

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

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

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

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

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

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

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

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

A Type of entity:
 Decedent's estate
 Simple trust
 Complex trust
 Qualified disability trust
 ESBT (S portion only)
 Grantor type trust
 Bankruptcy estate-Ch. 7
 Bankruptcy estate-Ch. 11
 Pooled income fund

Name of estate or trust (If a grantor type trust, see page 12 of the instructions.)
JULIA IANTONI IRREVOCABLE TRUST

Name and title of fiduciary
STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)
445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code
BATON ROUGE, LA 70802

G Employer identification number
20 7294232

D Date entity created
09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):
 Described in section 4947(a)(1)
 Not a private foundation
 Described in section 4947(a)(2)

B No. of Sch K-1 attached **0**

F Check applicable boxes:
 Initial return Final return Amended return
 Change in fiduciary Change in fiduciary's name
 Change in fiduciary's address

COPY

G Pooled mortgage account (see page 14 of the instructions): Bought Sold Date:

Income	1	Interest income	1	
	2 a	Total ordinary dividends	2a	
		b Qualified dividends allocable to: (1) Beneficiaries (2) Estate or trust		
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3	
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4	
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5	
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6	
	7	Ordinary gain or (loss). Attach Form 4797	7	
	8	Other income. List type and amount	8	
9	Total income. Combine lines 1, 2a, and 3 through 8	9		
Deductions	10	Interest. Check if Form 4952 is attached <input type="checkbox"/>	10	
	11	Taxes	11	
	12	Fiduciary fees	12	
	13	Charitable deduction (from Schedule A, line 7)	13	
	14	Attorney, accountant, and return preparer fees	14	
	15 a	Other deductions not subject to the 2% floor (attach schedule)	15a	
		b Allowable miscellaneous itemized deductions subject to the 2% floor	15b	
	16	Add lines 10 through 15b	16	
	17	Adjusted total income or (loss). Subtract line 16 from line 9	17	
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18	
	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19	
20	Exemption	20	100.	
21	Add lines 18 through 20	21	100.	
Tax and Payments	22	Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22	<100.>
	23	Total tax (from Schedule G, line 7)	23	6,245.
	24	Payments: a 2006 estimated tax payments and amount applied from 2005 return	24a	
		b Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b	
		c Subtract line 24b from line 24a	24c	
		d Tax paid with Form 7004 (see page 20 of the instructions)	24d	
		e Federal income tax withheld. If any is from Form(s) 1099, check <input type="checkbox"/>	24e	
		f Credit for federal telephone excise tax paid. Attach Form 8913	24f	
		Other payments: g Form 2439 ; h Form 4136 ; Total	24i	
	25	Total payments. Add lines 24c through 24i, and 24j	25	
26	Estimated tax penalty (see page 20 of the instructions)	26		
27	Tax due. If line 25 is smaller than the total of lines 23 and 26, enter amount owed	27	6,245.	
28	Overpayment. If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28		
29	Amount of line 28 to be: a Credited to 2007 estimated tax ; b Refunded	29		

Sign Here
 Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of fiduciary or officer representing fiduciary: *[Signature]* Date: *10/8/07*

EIN of fiduciary if a financial institution:

May the IRS discuss this return with the preparer shown below (see instr.): Yes No

Paid Preparer's Use Only
 Preparer's signature: *[Signature]* Date: *10/8/07*
 Check if self-employed Preparer's SSN or PTIN: **P00127193**
 Firm's name (or yours if self-employed), address, and ZIP code: **GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502**
 EIN: **59 2147155**
 Phone no. **(561) 994-5050**

Form **7004**

(Rev. December 2006)

Department of the Treasury
Internal Revenue Service

**Application for Automatic 6-Month Extension of Time To File
Certain Business Income Tax, Information, and Other Returns**

OMB No. 1545-0233

File a separate application for each return.

Type or Print File by the due date for the return for which an extension is requested. See instructions.	Name Julia Iantoni Irrevocable Trust	Identifying number 20-7294232
	Number, street, and room or suite no. (if P.O. box, see instructions.) c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E	
	City, town, state, and ZIP code (if a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)). Boca Raton, FL 33431	

Note. See instructions before completing this form.

- 1 Enter the form code for the return that this application is for (see below)..... **05**
- 2 If the foreign corporation does not have an office or place of business in the United States, check here.....
- 3 If the organization is a corporation or partnership that qualifies under Regulations section 1.8081-5, check here.
- 4a The application is for calendar year 2006, or tax year beginning __, 20__, and ending __, 20__
 - b **Short tax year.** If this tax year is less than 12 months, check the reason:
 Initial return Final return Change in accounting period Consolidated return to be filed
- 5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here.....
 If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6 Tentative total tax.....	6	0.00
7 Total payments and credits (see instructions).....	7	0.00
8 Balance due. Subtract line 7 from line 6. Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions).....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
		Form 1120-H	17
Form 706-GS(T)	02	Form 1120-ND	19
Form 1041 (estate)	04	Form 1120-PC	21
Form 1041-N	06	Form 1120-REIT	23
Form 1042	08	Form 1120-S	25
Form 1065-B	10	Form 3520-A	27
Form 1120	12	Form 8613	29
Form 1120-A	14	Form 8804	31
Form 1120-F	15	Form 8878	33

For Paperwork Reduction Act Notice, see instructions.

Form 7004 (Rev. 12-2006)

ISA
STF XDXP1000

Schedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.

1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	1
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)	2
3	Subtract line 2 from line 1	3
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes	4
5	Add lines 3 and 4	5
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)	6
7	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13	7

Schedule B Income Distribution Deduction

1	Adjusted total income (see page 22 of the instructions)	1
2	Adjusted tax-exempt interest	2
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)	3
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)	4
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)	5
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number	6
7	Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-	7
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law	8
9	Income required to be distributed currently	9
10	Other amounts paid, credited, or otherwise required to be distributed	10
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions	11
12	Enter the amount of tax-exempt income included on line 11	12
13	Tentative income distribution deduction. Subtract line 12 from line 11	13
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-	14
15	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18	15

Schedule G Tax Computation (see page 23 of the instructions)

1	Tax: a Tax on taxable income (see page 23 of the instructions)	1a	0.
	b Tax on lump-sum distributions. Attach Form 4972	1b	
	c Alternative minimum tax (from Schedule I, line 56)	1c	
	d Total. Add lines 1a through 1c	1d	0.
2a	Foreign tax credit. Attach Form 1116	2a	
b	Other nonbusiness credits (attach schedule)	2b	
c	General business credit. Enter here and check which forms are attached: <input type="checkbox"/> Form 3800 <input type="checkbox"/> Forms (specify) ▶	2c	
d	Credit for prior year minimum tax. Attach Form 8801	2d	
3	Total credits. Add lines 2a through 2d	3	
4	Subtract line 3 from line 1d. If zero or less, enter -0-	4	0.
5	Recapture taxes. Check if from: <input type="checkbox"/> Form 4255 <input type="checkbox"/> Form 8611	5	
6	Household employment taxes. Attach Schedule H (Form 1040)	6	
7	Total tax. Add lines 4 through 6. Enter here and on page 1, line 23	7	6,245.

Other Information SEC. 641(C): 6,245.

	Yes	No
1		X
2		X
3		X
4		X
5		X
6		X
7		X
8		X
9	X	

Name of Trust

Employer ID Number

JULIA IANTONI IRREVOCABLE TRUST

20-7294232

Income

Interest	SEE STATEMENT 3	84.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,758.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,842.

Deductions

Interest		
Taxes		
Fiduciary Fees		
Charitable Deduction		
Attorney, Accountant, Return Preparation Fees		
Other Deductions - Not Subject to 2% Limit		
Other Deductions - Subject to 2% Limit		
Total Deductions		

Tax and Credits

Taxable Income		17,842.
Tax - 35%		6,245.
Net Long-Term Capital Gain and Qualified Dividends		
Tax		
Total Regular Tax		6,245.
Alternative Minimum Tax		
Total Tax		6,245.
Credits		
Recapture and Other Taxes		
Net Tax - to Form 1041, Schedule G, line 7		6,245.

S CORPORATION PORTION

Form 1041 (2006)

JULIA IANTONI IRREVOCABLE TRUST

20-7294232 Page 3

Schedule I Alternative Minimum Tax (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)	1	17,842.
2	Interest	2	
3	Taxes	3	
4	Miscellaneous itemized deductions (from page 1, line 15b)	4	
5	Refund of taxes	5	()
6	Depletion (difference between regular tax and AMT)	6	
7	Net operating loss deduction. Enter as a positive amount	7	
8	Interest from specified private activity bonds exempt from the regular tax	8	
9	Qualified small business stock (see page 27 of the instructions)	9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)	10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	12	
13	Disposition of property (difference between AMT and regular tax gain or loss)	13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	14	
15	Passive activities (difference between AMT and regular tax income or loss)	15	SEE STATEMENT 5 <13.>
16	Loss limitations (difference between AMT and regular tax income or loss)	16	
17	Circulation costs (difference between regular tax and AMT)	17	
18	Long-term contracts (difference between AMT and regular tax income)	18	
19	Mining costs (difference between regular tax and AMT)	19	
20	Research and experimental costs (difference between regular tax and AMT)	20	
21	Income from certain installment sales before January 1, 1987	21	()
22	Intangible drilling costs preference	22	
23	Other adjustments, including income-based related adjustments	23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)	24	()
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24	25	17,829.
Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26	0.
27	Estate tax deduction (from page 1, line 19)	27	
28	Add lines 26 and 27	28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.	29	17,829.

If line 29 is:

- \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over \$22,500, but less than \$165,000, go to line 45.
- \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	()
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	Income distribution deduction on a minimum tax basis. Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

JWA

Form 1041 (2006)

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02-05-07

S CORPORATION PORTION

Form 1041 (2006) **JULIA IANTONI IRREVOCABLE TRUST**

20-7294232 Page 4

Part III - Alternative Minimum Tax

45	Exemption amount		45	\$22,500
46	Enter the amount from line 29	46		
47	Phase-out of exemption amount	47	\$75,000	
48	Subtract line 47 from line 46. If zero or less, enter -0-	48		
49	Multiply line 48 by 25% (.25)		49	
50	Subtract line 49 from line 45. If zero or less, enter -0-		50	
51	Subtract line 50 from line 46		51	17,829.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as figured for the AMT, if necessary). Otherwise, if line 51 is - • \$175,000 or less, multiply line 51 by 26% (.26). • Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result		52	4,636.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)		53	
54	Tentative minimum tax. Subtract line 53 from line 52		54	4,636.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)		55	6,245.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c		56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51		57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the AMT, if necessary)	58		
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as figured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59		
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as figured for the AMT, if necessary)	60		
61	Enter the smaller of line 57 or line 60		61	
62	Subtract line 61 from line 57		62	
63	If line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract \$3,500 from the result		63	
64	Maximum amount subject to the 5% rate	64	\$2,050	
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65		
66	Subtract line 65 from line 64. If zero or less, enter -0-	66		
67	Enter the smaller of line 57 or line 58	67		
68	Enter the smaller of line 66 or line 67	68		
69	Multiply line 68 by 5% (.05)		69	
70	Subtract line 69 from line 67	70		
71	Multiply line 70 by 15% (.15)		71	
72	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72. Subtract line 71 from line 61	72		
73	Multiply line 72 by 25% (.25)		73	
74	Add lines 63, 69, 71, and 73		74	
75	If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28) and subtract \$3,500 from the result		75	
76	Enter the smaller of line 74 or line 75 here and on line 52		76	

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Form 1041 (2006)

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,245.	6,245.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,337.	.0800	107	150.
DATE FILED	10/15/07		6,487.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,245.	6,245.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

ESBT	INTEREST	STATEMENT	3
DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST	
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	84.	
SUBTOTALS	0.	84.	
TOTAL INTEREST		84.	

ESBT	OTHER ORDINARY INCOME	STATEMENT	4
DESCRIPTION		AMOUNT	
FROM - LIC HOLDINGS, INC.		17,758.	
TOTAL TO ESBT WORKSHEET		17,758.	

ESBT SCHEDULE I	PASSIVE ACTIVITY LOSS	STATEMENT	5
	NET INCOME (LOSS)		
NAME OF ACTIVITY	FORM	AMT	REGULAR
LIC HOLDINGS, INC.	SCH E	17,745.	17,758.
TOTAL TO SCHEDULE I, LINE 15			<13.>

ESBT FORM 8582	OTHER PASSIVE ACTIVITIES - WORKSHEET 3	STATEMENT	6
	CURRENT YEAR	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS
NAME OF ACTIVITY	NET INCOME	NET LOSS	GAIN
LIC HOLDINGS, INC.	17,758.	0.	17,758.
TOTALS	17,758.	0.	17,758.

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

R R E A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,758.	0.	17,758.	0.	0.
TOTALS		17,758.	0.	17,758.	0.	0.
PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						
TOTAL TO FORM 8582, LINE 11						0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 8

NAME OF ACTIVITY	CURRENT YEAR		PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS	
	NET INCOME	NET LOSS		GAIN	LOSS
LIC HOLDINGS, INC.	17,745.	0.	0.	17,745.	0.
TOTALS	17,745.	0.	0.	17,745.	0.

SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORFUL BACKGROUND AND MICROPRINT BORDERS. THE REVERSE SIDE FEATURES ARTIFICIAL WATERMARKS

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.

2786

63-843/670

10/3/07

PAY TO THE
ORDER OF

Julia Iantoni Trust

\$17,073.56

SEVENTEEN THOUSAND, SEVENTY THREE AND 86/100

DOLLARS

MEMO:

DISTRIBUTION, LICK HOLDINGS

[Signature]

AUTHORIZED SIGNATURE

⑈002786⑈ ⑆067006432⑆2000034069950⑈



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Julia Iantoni
Irrevocable Trust
STBR10048

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

025735-0900127

TS000240



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

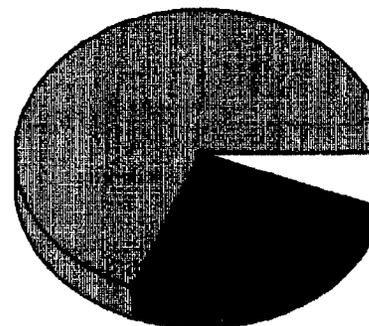
January 1, 2008 - March 31, 2008

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/08 to 3/31/08</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,727.72	-\$6,727.72
Income	\$491.86	\$491.86
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.79	\$12,098.79
Ending Market Value	\$125,862.93	\$125,862.93
Realized Gains/Losses (Included in Total Above)	-\$52.67	-\$52.67

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
69%	Equity	\$90,739.43
25%	Fixed Income	\$32,811.35
6%	Cash & Equivalents	\$8,490.32
100%	Total Assets Value	\$132,041.10
	Total Liabilities Value	-\$6,178.17
	Total Portfolio Value	\$125,862.93



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	258.00	\$20.49	\$5,245.44	\$5,581.08	-\$335.82	\$0.00
			\$18,854.55	\$19,442.41	-\$787.86	\$64.67
<i>Equity International Developed</i>						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$6,857.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
			\$18,439.33	\$18,669.66	-\$230.33	\$703.89
<i>Equity International Emerging</i>						
Wisdomtree Emg Mkts H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4,206.65	-\$195.72	\$37.58
			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
<i>Equity International Diverse</i>						
American Capital World G&I-F CUSIP: 140543406	161.88	\$40.91	\$6,622.35	\$6,888.95	-\$266.60	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5,620.07	-\$613.12	\$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	\$17.95	\$2,656.60	\$2,809.04	-\$152.44	\$58.09
iShares MSCI Singapore CUSIP: 464286673	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8.33	\$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

0025737 - 0600127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Description</i>	<i>Share/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Pioneer Global High Yield Fund CUSIP: 72369G108	812.94	\$11.06	\$8,779.07	\$6,858.75	-\$79.68	\$619.68
Total Fixed Income			\$8,779.07	\$6,858.75	-\$79.68	\$619.68
Total All Assets			\$132,041.10	\$130,785.33	-\$4,922.40	\$3,919.69
<i>Liabilities</i>						
Income Cash			-\$6,178.17			
Total Liabilities			-\$6,178.17	\$0.00	\$0.00	\$0.00
Total All Liabilities			-\$6,178.17	\$0.00	\$0.00	\$0.00
Portfolio Grand Total			\$125,862.93	\$130,785.33	-\$4,922.40	\$3,919.69

0025738 - 08001127

Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
1/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	\$0.00	\$13.61	\$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	\$0.00	\$64.52	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	\$0.00	\$211.92	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	\$0.00	\$77.28	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$4.64	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$1.75	\$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08	\$0.00	\$31.95	\$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret \$0.0821/Unit on 1,049.826 Units Due 3/25/08	\$0.00	\$86.19	\$0.00
		\$0.00	\$491.86	

0025736 - 0300127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized GL</i>
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Julia Iantoni IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250.00	\$0.00
		\$0.00	-\$6,250.00	
Total Disbursements		-\$57.69	-\$6,670.03	

	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mid Income Reinvestment of Income Received 12/31/07	-\$13.61	\$0.00	\$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-\$64.52	\$0.00	\$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-\$120,000.00	\$0.00	\$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-\$137,151.99	\$0.00	\$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At \$13.34	-\$6,857.00	\$0.00	\$0.00

0025740 - 0800117

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At \$11.19	-\$6,857.00	\$0.00	\$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At \$18.98	-\$2,809.04	\$0.00	\$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At \$59.30	-\$2,787.10	\$0.00	\$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At \$25.476	-\$1,426.66	\$0.00	\$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At \$50.9094	-\$2,800.02	\$0.00	\$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsi Semiconductor Index Trade Date 2/26/08 54 Units At \$52.6899	-\$2,845.25	\$0.00	\$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At \$22.8481	-\$2,810.32	\$0.00	\$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At \$12.8091	-\$2,728.34	\$0.00	\$0.00

0025741 - 0800127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized GL</i>
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid \$1.08 Brokerage 27 Units At \$48.779983	-\$1,318.14	\$0.00	\$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-\$1,373.99	\$0.00	\$0.00
3/24/08	Purchased 0.8 Units American Capital World G&I-F @ \$39.96 through Reinvestment of Cash Dividend Due 3/24/08	-\$31.95	\$0.00	\$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ \$14.06 through Reinvestment of Cash Dividend Due 3/25/08	-\$86.19	\$0.00	\$0.00
Total Purchases		-\$388,793.15	\$0.00	
Sales/Maturities				
Sales/Maturities				
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	\$137,151.99	\$0.00	\$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	\$85,030.00	\$0.00	\$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	\$43,427.17	\$0.00	\$0.00
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	\$6,250.00	\$0.00	\$0.00

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Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0025743-0900127

0025743 - 0000127





Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
3/18/08	Sold 362.34 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/18/08	\$362.34	\$0.00	\$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	\$1,318.14	\$0.00	\$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid \$2.24 Brokerage Paid \$0.02 SEC Fee St Capital Loss of \$52.67- on Federal Cost Federal Tax Cost \$1,426.66 56 Units At \$24.575952	\$1,373.99	\$0.00	-\$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	\$115.38	\$0.00	\$0.00
Total Sales/Maturities		\$275,029.01	\$0.00	
3/31/08	Ending Balance	\$6,178.17	-\$6,178.17	

0025742 - 0900127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized GA</i>
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At \$21.801	-\$5,581.06	\$0.00	\$0.00
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At \$86.4626	-\$5,620.07	\$0.00	\$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At \$70.0904	-\$9,812.66	\$0.00	\$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtk H/Y Equity Trade Date 2/26/08 77 Units At \$54.6318	-\$4,206.65	\$0.00	\$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-\$77.28	\$0.00	\$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ \$6.69 through Reinvestment of Cash Dividend Due 3/3/08	-\$4.64	\$0.00	\$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ \$11.16 through Reinvestment of Cash Dividend Due 3/3/08	-\$1.75	\$0.00	\$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-\$211.92	\$0.00	\$0.00

0025741 - 0900127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized GA
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At \$42.57	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 526.825 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.825 Units At \$15.62	-\$8,229.00	\$0.00	\$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At \$19.89	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At \$26.70	-\$5,486.00	\$0.00	\$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At \$27.98	-\$10,972.00	\$0.00	\$0.00
2/28/08	Purchased 367.668 Units of T Rowe Price New Asia Trade Date 2/27/08 367.668 Units At \$18.65	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At \$14.37	-\$15,086.00	\$0.00	\$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At \$6.64	-\$10,972.00	\$0.00	\$0.00

0025740-0900127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized GA</i>
	Additions			
2/5/08	Cash Receipt Addition to Account Lic Holdings, Inc Check #1160 DTD 12/31/07	\$120,000.00	\$0.00	\$0.00
		\$120,000.00	\$0.00	
Total Receipts		\$120,000.00	\$491.86	
	Disbursements			
	Fees			
3/25/08	Fee Collected Based on A Market Value of \$124,781.22	-\$57.69	\$0.00	\$0.00
3/25/08	Fee Collected Based on A Market Value of \$124,781.22	\$0.00	-\$57.69	\$0.00
		-\$57.69	-\$57.69	
	Expenses			
3/25/08	Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Julia Iantoni IRREV Trust 20-7294232 Penalty & Interest 1041 Year 12/31/07	\$0.00	-\$362.34	\$0.00
		\$0.00	-\$362.34	

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Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

<i>Transaction Category</i>	<i>Principal Cash</i>	<i>Income Cash</i>
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$491.86
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$120,000.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$120,000.00	\$491.86
Disbursements		
Distributions	\$0.00	\$0.00
Fees	-\$57.69	-\$57.69
Expenses	\$0.00	-\$362.34
Taxes	\$0.00	-\$6,250.00
Total Disbursements	-\$57.69	-\$6,670.03
Purchases	-\$388,793.15	\$0.00
Sales/Maturities	\$275,029.01	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 3/31/08	\$6,178.17	-\$6,178.17

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494813607	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	\$16.68	\$6,125.35	\$6,857.00	-\$731.65	\$69.86
			\$39,770.63	\$42,803.88	-\$3,033.25	\$658.11
Equity Mid Cap Value						
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	\$12.56	\$6,458.07	\$6,857.00	-\$400.93	\$131.07
			\$6,458.07	\$6,857.00	-\$400.93	\$131.07
Total Equity			\$90,739.43	\$95,468.60	-\$4,729.17	\$1,595.92
Fixed Income						
Fixed Income Mutual Funds						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,853.10	\$6.76	\$11,174.98	\$10,976.64	\$198.34	\$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.98	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

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TS000256


STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Julia Iantoni
Irrevocable Trust
STBR10048

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Please visit our website @ www.stanfordtrustco.com

Julia Iantoni
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 3446



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

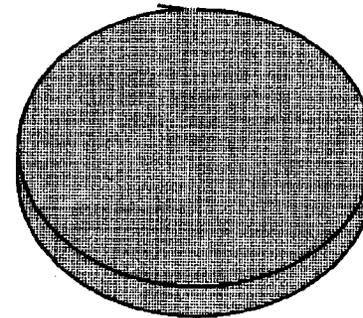
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/07 to 12/31/07</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
100%	Cash & Equivalents	\$17,073.86
100%	Total Assets Value	\$17,073.86



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2786 DTD 10/3/07	\$17,073.86	\$0.00	\$0.00
Total Receipts		\$17,073.86	\$0.00	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0.00	\$0.00
Total Purchases		-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
<i>Cash & Equivalents</i>						
<i>Money Market Funds</i>						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total All Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

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TRUST AGREEMENT
FOR THE
ALEXANDRA L. BERNSTEIN IRREVOCABLE
TRUST

September 7, 2006

TRUST AGREEMENT
FOR THE
ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Alexandra L. Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

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

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

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

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (1/2) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

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

**ARTICLE 5
PROVISIONS GOVERNING TRUSTEES**

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

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

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

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

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

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written

approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

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

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

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

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

ARTICLE 6 PROTECTION OF INTERESTS

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

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

ARTICLE 7
FIDUCIARY POWERS

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

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

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

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

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

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate

any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

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

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

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

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

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

7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property

unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

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

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

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;

- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

ARTICLE 8
SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

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

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

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

(b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust

will terminate on the earlier of his or her death or the termination of the trust under its terms.

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

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

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9 PERPETUITIES PROVISION

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

ARTICLE 10 ADMINISTRATION AND CONSTRUCTION

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

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

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

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

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

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

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

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

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

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

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

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

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it

serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

(a) Trustees.

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

(b) Internal Revenue Code Terms.

- (1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
- (2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and

mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

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

(c) **Other Terms.**

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

dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

- (4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

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

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

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

11.4 Certifications.

(a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive

evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

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

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

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

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

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

Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Simon Bernstein

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Gerald R. Lewin

Two witnesses as to Gerald R. Lewin

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on _____, 2006,
by Simon Bernstein.

Personally Known _____
Produced Identification _____
Type of Identification _____

Notary Public--State of Florida
Print Notary Name: _____
My Commission Number is: _____
My Commission Expires: _____

INITIALS _____
ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.

TRUST AGREEMENT
FOR THE
ERIC D. BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT
FOR THE
ERIC D. BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Eric D. Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

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

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

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

INITIALS _____
ERIC D. BERNSTEIN IRREVOCABLE TRUST

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (1/2) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

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

**ARTICLE 5
PROVISIONS GOVERNING TRUSTEES**

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

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

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

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

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

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

approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

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

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

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

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

5.10 Successor Trustee. In the event the initial Trustee, Gerald R. Lewin, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6 PROTECTION OF INTERESTS

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

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

ARTICLE 7
FIDUCIARY POWERS

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

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

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

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

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

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate

any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

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

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

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

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

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

7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property

unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

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

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

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;

- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

**ARTICLE 8
SUBCHAPTER S STOCK**

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

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

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

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

(b) Income Payments. During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust

will terminate on the earlier of his or her death or the termination of the trust under its terms.

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

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

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9 PERPETUITIES PROVISION

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

ARTICLE 10 ADMINISTRATION AND CONSTRUCTION

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

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

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

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

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

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

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

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

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

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

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

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

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it

serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

(a) Trustees.

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

(b) Internal Revenue Code Terms.

- (1) Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
- (2)** The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and

mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

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

(c) **Other Terms.**

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

dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

- (4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

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

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

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

11.4 Certifications.

(a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive

evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

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

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

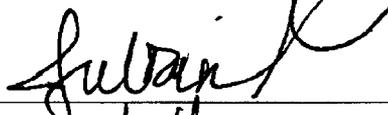
11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose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

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

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

Executed as of the date first written above.

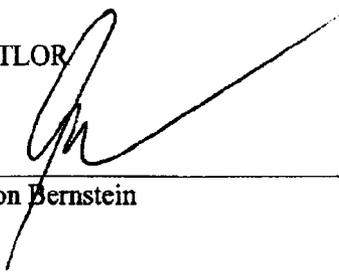
Signed in the presence of:





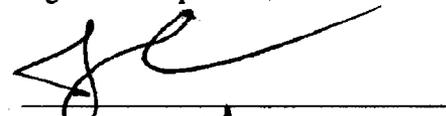
Two witnesses as to Simon Bernstein

SETTLOR



Simon Bernstein

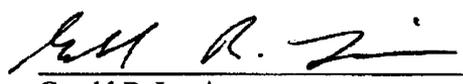
Signed in the presence of:





Two witnesses as to Gerald R. Lewin

TRUSTEE



Gerald R. Lewin

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Eric D. Bernstein
Irrevocable Trust
STBR10042

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Please visit our website @ www.stanfordtrustco.com

Eric Bernstein
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 33446

Account Summary

Statement of Value and Activity

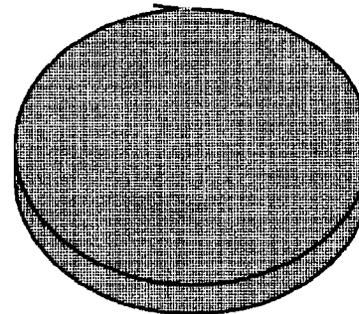
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/07 to 12/31/07</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
100%	Cash & Equivalents	\$17,073.86
100%	Total Assets Value	\$17,073.86



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

<i>Transaction Category</i>	<i>Principal Cash</i>	<i>Income Cash</i>
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2780 DTD 10/3/07	\$17,073.86	\$0.00	\$0.00
Total Receipts		\$17,073.86	\$0.00	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0.00	\$0.00
Total Purchases		-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
<i>Cash & Equivalents</i>						
<i>Money Market Funds</i>						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total All Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

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STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eileka M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Eric D. Bernstein
Irrevocable Trust
STBR10042

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

0025691 - 0900127

TS000308

Account Summary

Statement of Value and Activity

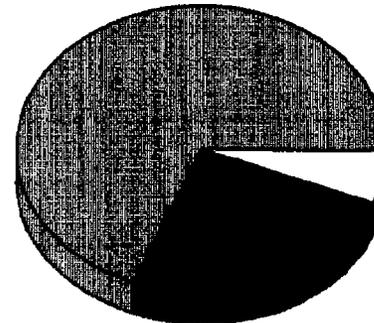
January 1, 2008 - March 31, 2008

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/08 to 3/31/08</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,726.58	-\$6,726.58
Income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.73	\$12,098.73
Ending Market Value	\$125,864.00	\$125,864.00
Realized Gains/Losses (Included in Total Above)	-\$52.67	-\$52.67

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
	69% Equity	\$90,739.36
	25% Fixed Income	\$32,811.35
	6% Cash & Equivalents	\$8,490.33
100%	Total Assets Value	\$132,041.04
	Total Liabilities Value	-\$6,177.04
	Total Portfolio Value	\$125,864.00



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	\$20.49	\$5,245.44	\$5,581.06	-\$335.62	\$0.00
			\$18,854.54	\$19,442.41	-\$787.87	\$64.67
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$6,857.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
			\$16,439.33	\$16,669.66	-\$230.33	\$703.89
Equity International Emerging						
Wisdomtree Emg Mtk H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4,206.65	-\$195.72	\$37.58
			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.88	\$40.91	\$6,622.31	\$6,888.94	-\$266.63	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5,620.07	-\$613.12	\$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	\$17.95	\$2,656.60	\$2,809.04	-\$152.44	\$56.09
iShares MSCI Singapore CUSIP: 464286873	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8.33	\$108.42
iShares MSCI United Kingdom CUSIP: 464286899	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

2310080-08959200

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	\$11.06	\$6,779.07	\$6,858.75	-\$79.68	\$619.68
Total Fixed Income			\$2,811.35	\$33,037.53	-\$185.23	\$2,287.09
Total All Assets			\$132,041.04	\$130,786.46	-\$4,922.46	\$3,919.71
<i>Liabilities</i>						
Income Cash			-\$6,177.04			
Total Liabilities			-\$6,177.04	\$0.00	\$0.00	\$0.00
Total All Liabilities			-\$6,177.04	\$0.00	\$0.00	\$0.00
Portfolio Grand Total			\$125,864.00	\$130,786.46	-\$4,922.46	\$3,919.71

002664 - 09/01/27

Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category				
Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
1/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	\$0.00	\$13.61	\$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	\$0.00	\$64.52	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	\$0.00	\$211.92	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	\$0.00	\$77.28	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$4.64	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$1.75	\$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08	\$0.00	\$31.94	\$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret \$0.0821/Unit on 1,049.826 Units Due 3/25/08	\$0.00	\$86.19	\$0.00
		<hr/>	<hr/>	
		\$0.00	\$491.85	

0025695 - 0600127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Eric Bernstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250.00	\$0.00
		\$0.00	-\$6,250.00	
Total Disbursements		-\$57.69	-\$6,668.89	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income	-\$13.61	\$0.00	\$0.00
2/1/08	Reinvestment of Income Received 12/31/07 Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-\$64.52	\$0.00	\$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-\$120,000.00	\$0.00	\$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-\$137,151.99	\$0.00	\$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At \$13.34	-\$6,857.00	\$0.00	\$0.00

00258996 - 08/01/27

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At \$11.19	-\$6,857.00	\$0.00	\$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/28/08 148 Units At \$18.98	-\$2,809.04	\$0.00	\$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/28/08 47 Units At \$59.30	-\$2,787.10	\$0.00	\$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/28/08 56 Units At \$25.476	-\$1,426.66	\$0.00	\$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At \$50.9094	-\$2,800.02	\$0.00	\$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At \$52.6899	-\$2,845.25	\$0.00	\$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At \$22.8481	-\$2,810.32	\$0.00	\$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At \$12.8091	-\$2,728.34	\$0.00	\$0.00

00255897 - 0900127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid \$1.08 Brokerage 27 Units At \$48.779983	-\$1,318.14	\$0.00	\$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-\$1,373.99	\$0.00	\$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ \$39.96 through Reinvestment of Cash Dividend Due 3/24/08	-\$31.94	\$0.00	\$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ \$14.06 through Reinvestment of Cash Dividend Due 3/25/08	-\$86.19	\$0.00	\$0.00
Total Purchases		-\$388,793.14	\$0.00	
Sales/Maturities				
Sales/Maturities				
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	\$137,151.99	\$0.00	\$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	\$85,030.00	\$0.00	\$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	\$43,427.17	\$0.00	\$0.00
3/14/08	Sold 361.2 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	\$361.20	\$0.00	\$0.00

00252898 - 08/01/27

Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0025688 - 0900177

0425689-0800127



TS000317



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	\$6,250.00	\$0.00	\$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	\$1,318.14	\$0.00	\$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid \$2.24 Brokerage Paid \$0.02 SEC Fee St Capital Loss of \$52.67- on Federal Cost Federal Tax Cost \$1,426.66 56 Units At \$24.575952	\$1,373.99	\$0.00	-\$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	\$115.38	\$0.00	\$0.00
Total Sales/Maturities		\$275,027.87	\$0.00	
3/31/08	Ending Balance	\$6,177.04	-\$6,177.04	

210060-8895200



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At \$86.4626	-\$5,620.07	\$0.00	\$0.00
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At \$21.801	-\$5,581.06	\$0.00	\$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At \$70.0904	-\$9,812.66	\$0.00	\$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtk H/Y Equity Trade Date 2/26/08 77 Units At \$54.6318	-\$4,206.65	\$0.00	\$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-\$77.28	\$0.00	\$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ \$6.69 through Reinvestment of Cash Dividend Due 3/3/08	-\$4.64	\$0.00	\$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ \$11.16 through Reinvestment of Cash Dividend Due 3/3/08	-\$1.75	\$0.00	\$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-\$211.92	\$0.00	\$0.00

0025687 - 0800127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At \$42.57	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 526.824 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.824 Units At \$15.62	-\$8,229.00	\$0.00	\$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At \$19.89	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At \$26.70	-\$5,486.00	\$0.00	\$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At \$27.98	-\$10,972.00	\$0.00	\$0.00
2/28/08	Purchased 367.667 Units of T Rowe Price New Asia Trade Date 2/27/08 367.667 Units At \$18.65	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At \$14.37	-\$15,086.00	\$0.00	\$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At \$6.64	-\$10,972.00	\$0.00	\$0.00

0025986 - 08/01/27



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
	Additions			
2/5/08	Cash Receipt Addition to Account Lic Holdings, Inc Check #1156 DTD 12/31/07	\$120,000.00	\$0.00	\$0.00
		\$120,000.00	\$0.00	
Total Receipts		\$120,000.00	\$491.85	
	Disbursements			
	Fees			
3/25/08	Fee Collected Based on A Market Value of \$124,782.30	-\$57.69	\$0.00	\$0.00
3/25/08	Fee Collected Based on A Market Value of \$124,782.30	\$0.00	-\$57.69	\$0.00
		-\$57.69	-\$57.69	
	Expenses			
3/14/08	Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Eric Bernstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	\$0.00	-\$361.20	\$0.00
		\$0.00	-\$361.20	

0025955 - 09/01/27



Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

<i>Transaction Category</i>	<i>Principal Cash</i>	<i>Income Cash</i>
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$491.85
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$120,000.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$120,000.00	\$491.85
Disbursements		
Distributions	\$0.00	\$0.00
Fees	-\$57.69	-\$57.69
Expenses	\$0.00	-\$361.20
Taxes	\$0.00	-\$6,250.00
Total Disbursements	-\$57.69	-\$6,668.89
Purchases	-\$388,793.14	\$0.00
Sales/Maturities	\$275,027.87	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 3/31/08	\$6,177.04	-\$6,177.04

0025644-0900127



Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	\$16.66	\$6,125.33	\$6,857.00	-\$731.67	\$69.86
			\$39,770.57	\$42,803.87	-\$3,033.30	\$658.11
<i>Equity Mid Cap Value</i>						
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	\$12.56	\$6,456.07	\$6,857.00	-\$400.93	\$131.07
			\$6,456.07	\$6,857.00	-\$400.93	\$131.07
Total Equity			\$90,739.36	\$95,465.59	-\$4,726.23	\$1,595.32
<i>Fixed Income</i>						
<i>Fixed Income Mutual Funds</i>						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	\$6.76	\$11,174.98	\$10,976.64	\$198.34	\$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

0025683 - 09/01/27



Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,313.29	\$1.00	\$2,313.29	\$2,313.29	\$0.00	\$27.30
			\$2,313.29	\$2,313.29	\$0.00	\$27.30
Cash						
Principal Cash			\$6,177.04			
			\$6,177.04	\$0.00	\$0.00	\$0.00
Total Cash & Equivalents			\$8,490.33	\$2,313.29	\$0.00	\$27.30
Equity						
Equity Small Cap Value Mutual Funds						
Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	\$26.32	\$5,407.92	\$5,486.00	-\$78.08	\$0.00
			\$5,407.92	\$5,486.00	-\$78.08	\$0.00
Other Domestic Equity						
Hussman Strategic Growth Fund CUSIP: 448108100	526.82	\$15.59	\$8,213.19	\$8,229.00	-\$15.81	\$48.47
iShares S&P 500 Semiconductor Index CUSIP: 464287523	54.00	\$49.56	\$2,676.24	\$2,845.25	-\$169.01	\$16.20
Market Vectors Agribusiness CUSIP: 57060U605	47.00	\$53.61	\$2,519.67	\$2,787.10	-\$267.43	\$0.00

0029582 - 09/01/17



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0025691 - 0900127

For calendar year 2006 or fiscal year beginning 2006 and ending OMB No. 1545-0092

- A Type of entity:
Decedent's estate
Simple trust
[X] Complex trust
Qualified disability trust
[X] ESBT (S portion only)
Grantor type trust
Bankruptcy estate-Ch. 7
Bankruptcy estate-Ch. 11
Pooled income fund

Name of estate or trust (if a grantor type trust, see page 12 of the instructions.)
ERIC BERNSTEIN IRREVOCABLE TRUST
Name and title of fiduciary
STANFORD TRUST COMPANY, TRUSTEE
Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)
445 NORTH BOULEVARD, 8TH FLOOR EAST
City or town, state, and ZIP code
BATON ROUGE, LA 70802

C Employer identification number
20 7294133
Date entity created
09/01/2006
E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):
Described in section 4947(a)(1)
Not a private foundation
Described in section 4947(e)(2)

B No. of Sch K-1 attached
0
F Check applicable boxes:
[X] Initial return
Final return
Amended return
Change in fiduciary
Change in fiduciary's name
Change in trust's name
Change in fiduciary's address

G Pooled mortgage account (see page 14 of the instructions):
Bought
Sold Date:

Income section table with rows 1-9. Includes Interest income, Total ordinary dividends, Business income, Capital gain, Rents, royalties, Farm income, Ordinary gain, Other income, and Total income.

Deductions section table with rows 10-21. Includes Interest, Taxes, Fiduciary fees, Charitable deduction, Attorney fees, Other deductions, Adjusted total income, Income distribution deduction, Estate tax deduction, Exemption, and Add lines 18 through 20.

Tax and Payments section table with rows 22-29. Includes Taxable income, Total tax, Payments (2006 estimated tax, allocated payments, tax paid, withheld, credit), Total payments, Estimated tax penalty, Tax due, Overpayment, and Amount of line 28 to be credited to 2007 estimated tax.

Sign Here
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.
Signature of fiduciary or officer representing fiduciary
Date
EIN of fiduciary if a financial institution
May the IRS discuss this return with the preparer shown below (see Instr. J)?
[X] Yes [] No

Paid
Preparer's signature
Date 10/8/07
Check if self-employed
Preparer's SSN or PTIN P00127193
Preparer's Use Only
Firm's name (or yours if self-employed) GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502
EIN 59 2147155
Phone no. (561)994-5050

Form **7004**

(Rev. December 2008)

Department of the Treasury
Internal Revenue Service

**Application for Automatic 6-Month Extension of Time To File
Certain Business Income Tax, Information, and Other Returns**

OMB No. 1545-0233

File a separate application for each return.

Type or Print File by the due date for the return for which an extension is requested. See instructions.	Name Eric Bernstein Irrevocable Trust	Identifying number 20-7294133
	Number, street, and room or suite no. (if P.O. box, see instructions.) c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E	
	City, town, state, and ZIP code (if a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)). Boca Raton, FL 33431	

Note. See instructions before completing this form.

- 1 Enter the form code for the return that this application is for (see below)..... **05**
- 2 If the foreign corporation does not have an office or place of business in the United States, check here.....
- 3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here.
- 4a The application is for calendar year 2008, or tax year beginning __, 20__, and ending __, 20__
- b **Short tax year.** If this tax year is less than 12 months, check the reason:
 Initial return Final return Change in accounting period Consolidated return to be filed
- 5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here.....
 If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6 Tentative total tax.....	6	0.00
7 Total payments and credits (see instructions).....	7	0.00
8 Balance due. Subtract line 7 from line 6. Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions).....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
		Form 1120-H	17
Form 706-GS(T)	02		
		Form 1120-ND	19
Form 1041 (estate)	04		
		Form 1120-PC	21
Form 1041-N	06		
		Form 1120-REIT	23
Form 1042	08		
		Form 1120-S	25
Form 1065-B	10		
		Form 3520-A	27
Form 1120	12		
		Form 8613	29
Form 1120-A	14		
		Form 8804	31
Form 1120-F	15		
		Form 8878	33

For Paperwork Reduction Act Notice, see Instructions.

Form 7004 (Rev. 12-2008)

ISA
STF XD/P1000

Schedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.	
1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)
3	Subtract line 2 from line 1
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes
5	Add lines 3 and 4
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)
7	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13

Schedule B Income Distribution Deduction	
1	Adjusted total income (see page 22 of the instructions)
2	Adjusted tax-exempt interest
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number
7	Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law
9	Income required to be distributed currently
10	Other amounts paid, credited, or otherwise required to be distributed
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions
12	Enter the amount of tax-exempt income included on line 11
13	Tentative income distribution deduction. Subtract line 12 from line 11
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-
15	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18

Schedule G Tax Computation (see page 23 of the instructions)	
1	Tax: a Tax on taxable income (see page 23 of the instructions)
	b Tax on lump-sum distributions. Attach Form 4972
	c Alternative minimum tax (from Schedule I, line 56)
	d Total. Add lines 1a through 1c
2a	Foreign tax credit. Attach Form 1116
b	Other nonbusiness credits (attach schedule)
c	General business credit. Enter here and check which forms are attached: <input type="checkbox"/> Form 3800 <input type="checkbox"/> Forms (specify) ▶
d	Credit for prior year minimum tax. Attach Form 8801
3	Total credits. Add lines 2a through 2d
4	Subtract line 3 from line 1d. If zero or less, enter -0-
5	Recapture taxes. Check if from: <input type="checkbox"/> Form 4255 <input type="checkbox"/> Form 8611
6	Household employment taxes. Attach Schedule H (Form 1040)
7	Total tax. Add lines 4 through 6. Enter here and on page 1, line 23

Other Information		SEC. 641(C):		Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ \$	6,244.			X
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?				X
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TDF 90-22.1. If "Yes," enter the name of the foreign country ▶				X
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions				X
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment				X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions) ▶ <input type="checkbox"/>				
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions) ▶ <input type="checkbox"/>				
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here ▶ <input type="checkbox"/>				
9	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions			X	

Name of Trust

Employer ID Number

ERIC BERNSTEIN IRREVOCABLE TRUST

20-7294133

Income

Interest	SEE STATEMENT 3	83.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,757.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,840.

Deductions

Interest		
Taxes		
Fiduciary Fees		
Charitable Deduction		
Attorney, Accountant, Return Preparation Fees		
Other Deductions - Not Subject to 2% Limit		
Other Deductions - Subject to 2% Limit		
Total Deductions		

Tax and Credits

Taxable Income		17,840.
Tax - 35%		6,244.
Net Long-Term Capital Gain and Qualified Dividends		
Tax		
Total Regular Tax		6,244.
Alternative Minimum Tax		
Total Tax		6,244.
Credits		
Recapture and Other Taxes		
Net Tax - to Form 1041, Schedule G, line 7		6,244.

S CORPORATION PORTION

Form 1041 (2006)

ERIC BERNSTEIN IRREVOCABLE TRUST

20-7294133 Page 3

Schedule I Alternative Minimum Tax (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)	1	17,840.
2	Interest	2	
3	Taxes	3	
4	Miscellaneous itemized deductions (from page 1, line 15b)	4	
5	Refund of taxes	5	()
6	Depletion (difference between regular tax and AMT)	6	
7	Net operating loss deduction. Enter as a positive amount	7	
8	Interest from specified private activity bonds exempt from the regular tax	8	
9	Qualified small business stock (see page 27 of the instructions)	9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)	10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	12	
13	Disposition of property (difference between AMT and regular tax gain or loss)	13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	14	
15	Passive activities (difference between AMT and regular tax income or loss)	15	SEE STATEMENT 5 <13.>
16	Loss limitations (difference between AMT and regular tax income or loss)	16	
17	Circulation costs (difference between regular tax and AMT)	17	
18	Long-term contracts (difference between AMT and regular tax income)	18	
19	Mining costs (difference between regular tax and AMT)	19	
20	Research and experimental costs (difference between regular tax and AMT)	20	
21	Income from certain installment sales before January 1, 1987	21	()
22	Intangible drilling costs preference	22	
23	Other adjustments, including income-based related adjustments	23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)	24	()
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24	25	17,827.
26	Income distribution deduction from Part II, line 44	26	0.
27	Estate tax deduction (from page 1, line 19)	27	
28	Add lines 26 and 27	28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.	29	17,827.

If line 29 is:

- \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over \$22,500, but less than \$165,000, go to line 45.
- \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	()
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	Income distribution deduction on a minimum tax basis. Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

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Form 1041 (2006)

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02-05-07

S CORPORATION PORTION

Part III - Alternative Minimum Tax

45	Exemption amount		45	\$22,500
46	Enter the amount from line 29	46		
47	Phase-out of exemption amount	47	\$75,000	
48	Subtract line 47 from line 46. If zero or less, enter -0-	48		
49	Multiply line 48 by 25% (.25)		49	
50	Subtract line 49 from line 45. If zero or less, enter -0-		50	
51	Subtract line 50 from line 46		51	17,827.
52	Go to Part IV of Schedule D to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as figured for the AMT, if necessary). Otherwise, if line 51 is - • \$175,000 or less, multiply line 51 by 26% (.26). • Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result		52	4,635.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)		53	
54	Tentative minimum tax. Subtract line 53 from line 52		54	4,635.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)		55	6,244.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c		56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51		57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the AMT, if necessary)	58		
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as figured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59		
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as figured for the AMT, if necessary)	60		
61	Enter the smaller of line 57 or line 60		61	
62	Subtract line 61 from line 57		62	
63	If line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract \$3,500 from the result		63	
64	Maximum amount subject to the 5% rate	64	\$2,050	
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65		
66	Subtract line 65 from line 64. If zero or less, enter -0-	66		
67	Enter the smaller of line 57 or line 58	67		
68	Enter the smaller of line 66 or line 67	68		
69	Multiply line 68 by 5% (.05)		69	
70	Subtract line 68 from line 67	70		
71	Multiply line 70 by 15% (.15)		71	
72	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72. Subtract line 67 from line 61	72		
73	Multiply line 72 by 25% (.25)		73	
74	Add lines 63, 69, 71, and 73		74	
75	If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28) and subtract \$3,500 from the result		75	
76	Enter the smaller of line 74 or line 75 here and on line 52		76	

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,244.	6,244.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,336.	.0800	107	150.
DATE FILED	10/15/07		6,486.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,244.	6,244.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

ESBT	INTEREST	STATEMENT	3
DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST	
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	83.	
SUBTOTALS	0.	83.	
TOTAL INTEREST		83.	

ESBT	OTHER ORDINARY INCOME	STATEMENT	4
DESCRIPTION		AMOUNT	
FROM - LIC HOLDINGS, INC.		17,757.	
TOTAL TO ESBT WORKSHEET		17,757.	

ESBT SCHEDULE I	PASSIVE ACTIVITY LOSS	STATEMENT	5
	NET INCOME (LOSS)		
NAME OF ACTIVITY	FORM	AMT	REGULAR
LIC HOLDINGS, INC.	SCH E	17,744.	17,757.
TOTAL TO SCHEDULE I, LINE 15			<13.>

ESBT FORM 8582	OTHER PASSIVE ACTIVITIES - WORKSHEET 3	STATEMENT	6
	CURRENT YEAR	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS
NAME OF ACTIVITY	NET INCOME	NET LOSS	GAIN
LIC HOLDINGS, INC.	17,757.	0.	17,757.
TOTALS	17,757.	0.	17,757.

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

R R E A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,757.	0.	17,757.	0.	0.
TOTALS		17,757.	0.	17,757.	0.	0.
PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						
TOTAL TO FORM 8582, LINE 11						0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 8
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR		PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS	
	NET INCOME	NET LOSS		GAIN	LOSS
LIC HOLDINGS, INC.	17,744.	0.	0.	17,744.	0.
TOTALS	17,744.	0.	0.	17,744.	0.

SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORED BACKGROUND AND MICROPRINT BORDERS. THE REVERSE SIDE FEATURES METALLIC WATERMARKS.

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.
63-643/670

2780

10/3/07

PAY TO THE
ORDER OF

Eric Bernstein Trust

\$17,073.86

SEVENTEEN THOUSAND, SEVENTY THREE AND 86/100

DOLLARS

MEMO:

LIC DISTRIBUTION

Eric Bernstein

AUTHORIZED SIGNATURE

⑈002780⑈ ⑆067006432⑆2000034069950⑈

TRUST AGREEMENT
FOR THE
MICHAEL A. BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT
FOR THE
MICHAEL A. BERNSTEIN IRREVOCABLE TRUST

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

ARTICLE 1
BENEFICIARY

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

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

INITIALS _____
MICHAEL A. BERNSTEIN IRREVOCABLE TRUST

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

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (1/2) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

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

**ARTICLE 5
PROVISIONS GOVERNING TRUSTEES**

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

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

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

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

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

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

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

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

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

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

indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Gerald R. Lewin, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

**ARTICLE 6
PROTECTION OF INTERESTS**

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

**ARTICLE 7
FIDUCIARY POWERS**

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

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

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

7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property;

and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

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

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

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

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

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

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

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

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

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

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

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

options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

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

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

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

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

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

sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

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

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

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

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

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

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

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

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

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

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

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

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

ARTICLE 8
SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

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

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

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

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

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

(d) **Final Distribution.** If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining

assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

**ARTICLE 9
PERPETUITIES PROVISION**

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

**ARTICLE 10
ADMINISTRATION AND CONSTRUCTION**

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

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

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

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

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

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

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

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

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

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

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

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

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

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

(a) Trustees.

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

(b) Internal Revenue Code Terms.

- (1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
- (2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for

examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

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

(c) **Other Terms.**

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

a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

- (4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

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

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

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

11.4 Certifications.

(a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

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

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

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

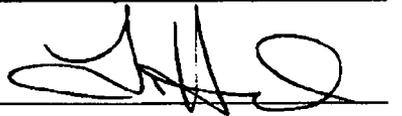
11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

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

Executed as of the date first written above.

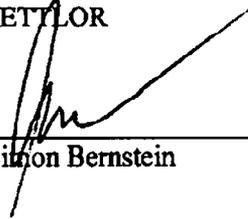
Signed in the presence of:





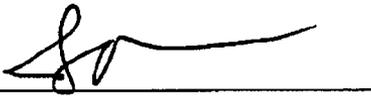
Two witnesses as to Simon Bernstein

SETTLOR



Simon Bernstein

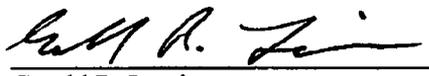
Signed in the presence of:





Two witnesses as to Gerald R. Lewin

TRUSTEE



Gerald R. Lewin

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Michael A. Bernstein
Irrevocable Trust
STBR10047

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

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STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/08 to 3/31/08</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,727.72	-\$6,727.72
Income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.76	\$12,098.76
Ending Market Value	\$125,862.89	\$125,862.89
Realized Gains/Losses (Included in Total Above)	-\$52.67	-\$52.67

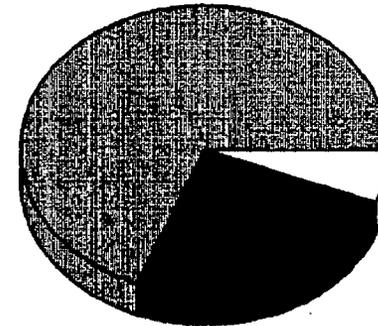
Account Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
69%	Equity	\$90,739.39
25%	Fixed Income	\$32,811.35
6%	Cash & Equivalents	\$8,490.33
100%	Total Assets Value	\$132,041.07
	Total Liabilities Value	-\$6,178.18
	Total Portfolio Value	\$125,862.89



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital



Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Detail

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Cash & Equivalents						
Money Market Funds						
SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,312.15	\$1.00	\$2,312.15	\$2,312.15	\$0.00	\$27.28
			\$2,312.15	\$2,312.15	\$0.00	\$27.28
Cash						
Principal Cash			\$6,178.18			
			\$6,178.18	\$0.00	\$0.00	\$0.00
Total Cash & Equivalents			\$8,490.33	\$2,312.15	\$0.00	\$27.28
Equity						
Equity Small Cap Value Mutual Funds						
Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	\$26.32	\$5,407.92	\$5,486.00	-\$78.08	\$0.00
			\$5,407.92	\$5,486.00	-\$78.08	\$0.00
Other Domestic Equity						
Huesman Strategic Growth Fund CUSIP: 448108100	528.83	\$15.59	\$8,213.20	\$8,229.00	-\$15.80	\$48.47
iShares S&P Get1 Semiconductor Index CUSIP: 484287523	54.00	\$49.56	\$2,678.24	\$2,845.25	-\$169.01	\$16.20
Market Vectors Agribusiness CUSIP: 57060U605	47.00	\$53.81	\$2,519.67	\$2,787.10	-\$267.43	\$0.00

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	\$20.49	\$5,245.44	\$5,561.06	-\$335.62	\$0.00
			\$18,654.55	\$19,442.41	-\$787.86	\$64.67
<i>Equity International Developed</i>						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$6,857.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
			\$16,439.33	\$16,669.66	-\$230.33	\$703.89
<i>Equity International Emerging</i>						
Wisdomtree Emg Mkts H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4,206.65	-\$195.72	\$37.58
			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
<i>Equity International Diverse</i>						
American Capital World G&I-F CUSIP: 140543406	161.88	\$40.91	\$6,622.31	\$6,888.94	-\$266.63	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5,620.07	-\$613.12	\$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	\$17.95	\$2,656.60	\$2,809.04	-\$152.44	\$56.09
iShares MSCI Singapore CUSIP: 464286873	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8.33	\$108.42
iShares MSCI United Kingdom CUSIP: 464286899	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77958H500	367.67	\$16.66	\$6,125.35	\$6,857.00	-\$731.65	\$69.86
			\$39,770.59	\$42,803.87	-\$3,033.28	\$658.11
<i>Equity Mid Cap Value</i> Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	\$12.56	\$6,456.07	\$6,857.00	-\$400.93	\$131.07
			\$6,456.07	\$6,857.00	-\$400.93	\$131.07
Total Equity			\$40,739.39	\$49,660.87	-\$4,720.20	\$1,596.32
<i>Fixed Income</i> <i>Fixed Income Mutual Funds</i>						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	\$6.76	\$11,174.98	\$10,976.64	\$198.34	\$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Pioneer Global High Yield Fund CUSIP: 72389G108	612.94	\$11.06	\$6,779.07	\$6,858.75	-\$79.68	\$619.68
Total Fixed Income			\$32,611.35	\$33,007.58	-\$196.23	\$2,287.09
Total All Assets			\$132,041.07	\$130,785.32	-\$4,922.43	\$3,919.69
Liabilities						
Income Cash			-\$6,178.18			
Total Liabilities			-\$6,178.18	\$0.00	\$0.00	\$0.00
Total All Liabilities			-\$6,178.18	\$0.00	\$0.00	\$0.00
Portfolio Grand Total			\$125,862.89	\$130,785.32	-\$4,922.43	\$3,919.69

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Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

<i>Transaction Category</i>	<i>Principal Cash</i>	<i>Income Cash</i>
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$491.85
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$120,000.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$120,000.00	\$491.85
Disbursements		
Distributions	\$0.00	\$0.00
Fees	-\$57.69	-\$57.69
Expenses	\$0.00	-\$362.34
Taxes	\$0.00	-\$6,250.00
Total Disbursements	-\$57.69	-\$6,670.03
Purchases	-\$388,793.14	\$0.00
Sales/Maturities	\$275,029.01	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 3/31/08	\$6,178.18	-\$6,178.18

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Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
1/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	\$0.00	\$13.61	\$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	\$0.00	\$64.52	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	\$0.00	\$211.92	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	\$0.00	\$77.28	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$4.64	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$1.75	\$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08	\$0.00	\$31.94	\$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret \$0.0821/Unit on 1,049.826 Units Due 3/25/08	\$0.00	\$86.19	\$0.00
		<u>\$0.00</u>	<u>\$491.85</u>	

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
Additions				
2/5/08	Cash Receipt	\$120,000.00	\$0.00	\$0.00
	Addition to Account			
	Lic Holdings, Inc Check #1154 DTD 12/31/07			
		\$120,000.00	\$0.00	
Total Receipts		\$120,000.00	\$491.85	
Disbursements				
Fees				
3/25/08	Fee Collected	-\$57.69	\$0.00	\$0.00
	Based on A Market Value of \$124,781.18			
3/25/08	Fee Collected	\$0.00	-\$57.69	\$0.00
	Based on A Market Value of \$124,781.18			
		-\$57.69	-\$57.69	
Expenses				
3/14/08	Cash Disbursement	\$0.00	-\$362.34	\$0.00
	Paid to United States Treasury			
	Other Fees and Expenses			
	Paid for Michael Bernstein IRREV Trust			
	Penalty and Interest - 1041 for Period 12/31/06			
		\$0.00	-\$362.34	

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Michael Berstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250.00	\$0.00
		\$0.00	-\$6,250.00	
Total Disbursements		-\$57.69	-\$6,670.03	
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-\$13.61	\$0.00	\$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-\$64.52	\$0.00	\$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-\$120,000.00	\$0.00	\$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-\$137,151.99	\$0.00	\$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At \$13.34	-\$6,857.00	\$0.00	\$0.00

2310060 - 1825200



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At \$42.57	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 526.825 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.825 Units At \$15.62	-\$8,229.00	\$0.00	\$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At \$19.89	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At \$26.70	-\$5,486.00	\$0.00	\$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At \$27.98	-\$10,972.00	\$0.00	\$0.00
2/28/08	Purchased 367.668 Units of T Rowe Price New Asia Trade Date 2/27/08 367.668 Units At \$18.65	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At \$14.37	-\$15,086.00	\$0.00	\$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At \$6.64	-\$10,972.00	\$0.00	\$0.00

0025731 - 0600127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At \$11.19	-\$6,857.00	\$0.00	\$0.00
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At \$86.4626	-\$5,620.07	\$0.00	\$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At \$18.98	-\$2,809.04	\$0.00	\$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At \$59.30	-\$2,787.10	\$0.00	\$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At \$25.476	-\$1,426.66	\$0.00	\$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At \$50.9094	-\$2,800.02	\$0.00	\$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At \$52.6899	-\$2,845.25	\$0.00	\$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At \$22.8481	-\$2,810.32	\$0.00	\$0.00

0025732 - 0800127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At \$12.8091	-\$2,728.34	\$0.00	\$0.00
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At \$21.801	-\$5,581.06	\$0.00	\$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At \$70.0904	-\$9,812.66	\$0.00	\$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtk H/Y Equity Trade Date 2/26/08 77 Units At \$54.6318	-\$4,206.65	\$0.00	\$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-\$77.28	\$0.00	\$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ \$6.69 through Reinvestment of Cash Dividend Due 3/3/08	-\$4.64	\$0.00	\$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ \$11.16 through Reinvestment of Cash Dividend Due 3/3/08	-\$1.75	\$0.00	\$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-\$211.92	\$0.00	\$0.00

0025778-0000127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid \$1.08 Brokerage 27 Units At \$48.779983	-\$1,318.14	\$0.00	\$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-\$1,373.99	\$0.00	\$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ \$39.96 through Reinvestment of Cash Dividend Due 3/24/08	-\$31.94	\$0.00	\$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ \$14.06 through Reinvestment of Cash Dividend Due 3/25/08	-\$86.19	\$0.00	\$0.00
Total Purchases		-\$388,793.14	\$0.00	
Sales/Maturities				
<i>Sales/Maturities</i>				
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	\$137,151.99	\$0.00	\$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	\$85,030.00	\$0.00	\$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	\$43,427.17	\$0.00	\$0.00
3/14/08	Sold 362.34 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	\$362.34	\$0.00	\$0.00

0265733 - 0900127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	\$6,250.00	\$0.00	\$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	\$1,318.14	\$0.00	\$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid \$2.24 Brokerage Paid \$0.02 SEC Fee St Capital Loss of \$52.67- on Federal Cost Federal Tax Cost \$1,426.66 56 Units At \$24.575952	\$1,373.99	\$0.00	-\$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	\$115.38	\$0.00	\$0.00
Total Sales/Maturities		\$275,029.01	\$0.00	
3/31/08	Ending Balance	\$6,178.18	-\$6,178.18	

0025739 - 0600127

Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0025734 - 0800127



0025734-0000127

TS000372


STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Michael A. Bernstein
Irrevocable Trust
STBR10047

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Please visit our website @ www.stanfordtrustco.com

Michael Bernstein
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach FL 33446

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STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

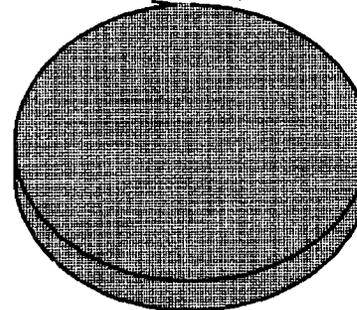
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/07 to 12/31/07</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
■ 100%	Cash & Equivalents	\$17,073.86
100%	Total Assets Value	\$17,073.86



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
<i>Cash & Equivalents</i>						
<i>Money Market Funds</i>						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total All Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

<i>Transaction Category</i>	<i>Principal Cash</i>	<i>Income Cash</i>
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2783 DTD 10/3/07	\$17,073.86	\$0.00	\$0.00
Total Receipts		\$17,073.86	\$0.00	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0.00	\$0.00
Total Purchases		-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

COPY

- A** Type of entity:
- Decedent's estate
 - Simple trust
 - Complex trust
 - Qualified disability trust
 - ESBT (S portion only)
 - Grantor type trust
 - Bankruptcy estate-Ch. 7
 - Bankruptcy estate-Ch. 11
 - Pooled income fund

Name of estate or trust (if a grantor type trust, see page 12 of the instructions.)
MICHAEL BERNSTEIN IRREVOCABLE TRUST

Name and title of fiduciary
STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)
445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code
BATON ROUGE, LA 70802

D Employer identification number
70 7294143

D Date entity created
09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):

- Described in section 4947(a)(1)
- Not a private foundation
- Described in section 4947(a)(2)

Change in trust's name
 Change in fiduciary's address

B No. of Sch K-1 attached **0**

F Check applicable boxes: Initial return Final return Amended return
 Change in fiduciary Change in fiduciary's name

G Pooled mortgage account (see page 14 of the instructions): Bought Sold Date:

Income	1	Interest income	1	
	2 a	Total ordinary dividends	2a	
	b	Qualified dividends allocable to: (1) Beneficiaries (2) Estate or trust		
	3	Business income or (loss). Attach Schedule C or G-EZ (Form 1040)	3	
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4	
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5	
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6	
	7	Ordinary gain or (loss). Attach Form 4797	7	
	8	Other income. List type and amount	8	
9	Total income. Combine lines 1, 2a, and 3 through 8	9		

Deductions	10	Interest. Check if Form 4952 is attached <input type="checkbox"/>	10	
	11	Taxes	11	
	12	Fiduciary fees	12	
	13	Charitable deduction (from Schedule A, line 7)	13	
	14	Attorney, accountant, and return preparer fees	14	
	15 a	Other deductions not subject to the 2% floor (attach schedule)	15a	
	b	Allowable miscellaneous itemized deductions subject to the 2% floor	15b	
	16	Add lines 10 through 15b	16	
	17	Adjusted total income or (loss). Subtract line 16 from line 9	17	
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18	
	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19	
20	Exemption	20	100.	
21	Add lines 18 through 20	21	100.	

Tax and Payments	22	Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22	<100.>
	23	Total tax (from Schedule G, line 7)	23	6,245.
	24 a	Payments: a 2006 estimated tax payments and amount applied from 2005 return	24a	
	b	Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b	
	c	Subtract line 24b from line 24a	24c	
	d	Tax paid with Form 7004 (see page 20 of the instructions)	24d	
	e	Federal income tax withheld. If any is from Form(s) 1099, check <input type="checkbox"/>	24e	
	f	Credit for federal telephone excise tax paid. Attach Form 8913	24f	
	Other payments: g Form 2439 ; h Form 4136 ; Total	24g	24h	
	25	Total payments. Add lines 24c through 24f, and 24i	25	
26	Estimated tax penalty (see page 20 of the instructions)	26		
27	Tax due. If line 25 is smaller than the total of lines 23 and 26, enter amount owed	27	6,245.	
28	Overpayment. If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28		
29	Amount of line 28 to be: a Credited to 2007 estimated tax ; b Refunded	29		

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of fiduciary or officer representing fiduciary: _____ Date: _____ EIN of fiduciary if a financial institution: _____

May the IRS discuss this return with the preparer shown below (see instr.)? Yes No

Paid Preparer's signature: *[Signature]* Date: **12/8/07** Check if self-employed: Preparer's SSN or PTIN: **P00127193**

Preparer's Use Only Firm's name (or yours if self-employed): **GOLDSTEIN LEWIN & CO.** EIN: **59 2147155**
 address, and ZIP code: **1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502** Phone no.: **(561) 994-5050**

**Application for Automatic 6-Month Extension of Time To File
 Certain Business Income Tax, Information, and Other Returns**

File a separate application for each return.

OMB No. 1545-0233

Type or Print File by the due date for the return for which an extension is requested. See instructions.	Name Michael Bernstein Irrevocable Trust	Identifying number 20-7294143
	Number, street, and room or suite no. (if P.O. box, see instructions.) c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E	
	City, town, state, and ZIP code (if a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)). Boca Raton, FL 33431	

Note. See instructions before completing this form.

- 1 Enter the form code for the return that this application is for (see below)..... **05**
- 2 If the foreign corporation does not have an office or place of business in the United States, check here.....
- 3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here.
- 4a The application is for calendar year 2006, or tax year beginning __, 20__, and ending __, 20__
- b Short tax year. If this tax year is less than 12 months, check the reason:
 Initial return Final return Change in accounting period Consolidated return to be filed
- 5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here.....
 If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6 Tentative total tax.....	6	0.00
7 Total payments and credits (see instructions).....	7	0.00
8 Balance due. Subtract line 7 from line 6. Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions).....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
		Form 1120-H	17
Form 706-GS(T)	02		
		Form 1120-ND	19
Form 1041 (estate)	04		
		Form 1120-PC	21
Form 1041-N	06		
		Form 1120-REIT	23
Form 1042	08		
		Form 1120-S	25
Form 1065-B	10		
		Form 3520-A	27
Form 1120	12		
		Form 8813	29
Form 1120-A	14		
		Form 8804	31
Form 1120-F	15		
		Form 8878	33

For Paperwork Reduction Act Notice, see instructions.

Form 7004 (Rev. 12-2008)

Schedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.	
1 Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	1
2 Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)	2
3 Subtract line 2 from line 1	3
4 Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes	4
5 Add lines 3 and 4	5
6 Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)	6
7 Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13	7

Schedule B Income Distribution Deduction	
1 Adjusted total income (see page 22 of the instructions)	1
2 Adjusted tax-exempt interest	2
3 Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)	3
4 Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)	4
5 Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)	5
6 Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number	6
7 Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-	7
8 If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law	8 0.
9 Income required to be distributed currently	9
10 Other amounts paid, credited, or otherwise required to be distributed	10
11 Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions	11
12 Enter the amount of tax-exempt income included on line 11	12
13 Tentative income distribution deduction. Subtract line 12 from line 11	13
14 Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-	14
15 Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18	15

Schedule G Tax Computation (see page 23 of the instructions)	
1 Tax: a Tax on taxable income (see page 23 of the instructions)	1a 0.
b Tax on lump-sum distributions. Attach Form 4972	1b
c Alternative minimum tax (from Schedule I, line 56)	1c
d Total. Add lines 1a through 1c	1d 0.
2a Foreign tax credit. Attach Form 1116	2a
b Other nonbusiness credits (attach schedule)	2b
c General business credit. Enter here and check which forms are attached: <input type="checkbox"/> Form 3800 <input type="checkbox"/> Forms (specify) ▶	2c
d Credit for prior year minimum tax. Attach Form 8801	2d
3 Total credits. Add lines 2a through 2d	3
4 Subtract line 3 from line 1d. If zero or less, enter -0-	4 0.
5 Recapture taxes. Check if from: <input type="checkbox"/> Form 4255 <input type="checkbox"/> Form 8611	5
6 Household employment taxes. Attach Schedule H (Form 1040)	6
7 Total tax. Add lines 4 through 6. Enter here and on page 1, line 23	7 6,245.

Other Information		SEC. 641(C):	6,245.	Yes	No
1 Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ \$					X
2 Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?					X
3 At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter the name of the foreign country ▶					X
4 During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions					X
5 Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment					X
6 If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions) ▶ <input type="checkbox"/>					
7 To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions) ▶ <input type="checkbox"/>					
8 If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here ▶ <input type="checkbox"/>					
9 Are any present or future trust beneficiaries skip persons? See page 25 of the instructions				X	

Name of Trust

Employer ID Number

MICHAEL BERNSTEIN IRREVOCABLE TRUST

20-7294143

Income

Interest	SEE STATEMENT 3	84.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,758.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,842.

Deductions

Interest		
Taxes		
Fiduciary Fees		
Charitable Deduction		
Attorney, Accountant, Return Preparation Fees		
Other Deductions - Not Subject to 2% Limit		
Other Deductions - Subject to 2% Limit		
Total Deductions		

Tax and Credits

Taxable Income		17,842.
Tax - 35%		6,245.
Net Long-Term Capital Gain and Qualified Dividends		
Tax		
Total Regular Tax		6,245.
Alternative Minimum Tax		
Total Tax		6,245.
Credits		
Recapture and Other Taxes		
Net Tax - to Form 1041, Schedule G, line 7		6,245.

S CORPORATION PORTION

Form 1041 (2006)

MICHAEL BERNSTEIN IRREVOCABLE TRUST

20-7294143 Page 3

Schedule I Alternative Minimum Tax (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)	1	17,842.
2	Interest	2	
3	Taxes	3	
4	Miscellaneous itemized deductions (from page 1, line 15b)	4	
5	Refund of taxes	5	()
6	Depletion (difference between regular tax and AMT)	6	
7	Net operating loss deduction. Enter as a positive amount	7	
8	Interest from specified private activity bonds exempt from the regular tax	8	
9	Qualified small business stock (see page 27 of the instructions)	9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)	10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	12	
13	Disposition of property (difference between AMT and regular tax gain or loss)	13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	14	
15	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 5	15	<13.>
16	Loss limitations (difference between AMT and regular tax income or loss)	16	
17	Circulation costs (difference between regular tax and AMT)	17	
18	Long-term contracts (difference between AMT and regular tax income)	18	
19	Mining costs (difference between regular tax and AMT)	19	
20	Research and experimental costs (difference between regular tax and AMT)	20	
21	Income from certain installment sales before January 1, 1987	21	()
22	Intangible drilling costs preference	22	
23	Other adjustments, including income-based related adjustments	23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)	24	()
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24	25	17,829.
Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26	0.
27	Estate tax deduction (from page 1, line 19)	27	
28	Add lines 26 and 27	28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.	29	17,829.

If line 29 is:

- \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over \$22,500, but less than \$165,000, go to line 45.
- \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	()
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	Income distribution deduction on a minimum tax basis. Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

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Form 1041 (2006)

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02-05-07

S CORPORATION PORTION

Form 1041 (2006) **MICHAEL BERNSTEIN IRREVOCABLE TRUST**

20-7294143 Page 4

Part III - Alternative Minimum Tax

45	Exemption amount		45	\$22,500
46	Enter the amount from line 29	46		
47	Phase-out of exemption amount	47	\$75,000	
48	Subtract line 47 from line 46. If zero or less, enter -0-	48		
49	Multiply line 48 by 25% (.25)		49	
50	Subtract line 49 from line 45. If zero or less, enter -0-		50	
51	Subtract line 50 from line 46		51	17,829.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Otherwise, if line 51 is - • \$175,000 or less, multiply line 51 by 26% (.26). • Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result		52	4,636.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)		53	
54	Tentative minimum tax. Subtract line 53 from line 52		54	4,636.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)		55	6,245.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c		56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51		57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as refigured for the AMT, if necessary)	58		
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as refigured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59		
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary)	60		
61	Enter the smaller of line 57 or line 60		61	
62	Subtract line 61 from line 57		62	
63	If line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract \$3,500 from the result		63	
64	Maximum amount subject to the 5% rate	64	\$2,050	
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65		
66	Subtract line 65 from line 64. If zero or less, enter -0-	66		
67	Enter the smaller of line 57 or line 58	67		
68	Enter the smaller of line 66 or line 67	68		
69	Multiply line 68 by 5% (.05)		69	
70	Subtract line 68 from line 67	70		
71	Multiply line 70 by 15% (.15)		71	
72	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72. Subtract line 67 from line 61	72		
73	Multiply line 72 by 25% (.25)		73	
74	Add lines 63, 69, 71, and 73		74	
75	If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28) and subtract \$3,500 from the result		75	
76	Enter the smaller of line 74 or line 75 here and on line 52		76	

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Form 1041 (2006)

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,245.	6,245.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,337.	.0800	107	150.
DATE FILED	10/15/07		6,487.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,245.	6,245.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

ESBT	INTEREST	STATEMENT	3
DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST	
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	84.	
SUBTOTALS	0.	84.	
TOTAL INTEREST		84.	

ESBT	OTHER ORDINARY INCOME	STATEMENT	4
DESCRIPTION		AMOUNT	
FROM - LIC HOLDINGS, INC.		17,758.	
TOTAL TO ESBT WORKSHEET		17,758.	

ESBT SCHEDULE I	PASSIVE ACTIVITY LOSS	STATEMENT	5
	NET INCOME (LOSS)		
NAME OF ACTIVITY	FORM	AMT	REGULAR
LIC HOLDINGS, INC.	SCH E	17,745.	17,758.
TOTAL TO SCHEDULE I, LINE 15			<13.>

ESBT FORM 8582	OTHER PASSIVE ACTIVITIES - WORKSHEET 3	STATEMENT	6
	CURRENT YEAR	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS
NAME OF ACTIVITY	NET INCOME	NET LOSS	GAIN
LIC HOLDINGS, INC.	17,758.	0.	17,758.
TOTALS	17,758.	0.	17,758.

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

R R E A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,758.	0.	17,758.	0.	0.
TOTALS		17,758.	0.	17,758.	0.	0.
PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						
TOTAL TO FORM 8582, LINE 11						0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 8

NAME OF ACTIVITY	CURRENT YEAR		PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS	
	NET INCOME	NET LOSS		GAIN	LOSS
LIC HOLDINGS, INC.	17,745.	0.	0.	17,745.	0.
TOTALS	17,745.	0.	0.	17,745.	0.

SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORED BACKGROUND AND MICROPRINT BORDERS. THE REVERSE SIDE FEATURES ARTIFICIAL WATERMARKS.

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
980 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.

2783

83-643/870

10/3/07

PAY TO THE
ORDER OF

Michael Benstein

\$17,073.86

SEVENTEEN THOUSAND, SEVENTY THREE AND 86/100

DOLLARS

MEMO:

DISTRIBUTION, LC HOLDINGS

Michael Benstein

AUTHORIZED SIGNATURE

⑈002783⑈ ⑆067006432⑆2000034069950⑈

TRUST AGREEMENT
FOR THE
DANIEL BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT
FOR THE
DANIEL BERNSTEIN IRREVOCABLE TRUST

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

ARTICLE 1
BENEFICIARY

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

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

1

INITIALS _____
DANIEL BERNSTEIN IRREVOCABLE TRUST

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

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

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

ARTICLE 5 PROVISIONS GOVERNING TRUSTEES

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

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

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

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

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

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

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

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

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

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

5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

**ARTICLE 6
PROTECTION OF INTERESTS**

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

**ARTICLE 7
FIDUCIARY POWERS**

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

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

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

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

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

funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

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

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

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

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

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform

Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

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

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

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

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

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

7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all

rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

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

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

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

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

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

7

INITIALS _____
DANIEL BERNSTEIN IRREVOCABLE TRUST

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

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

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

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

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

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

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

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

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

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

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

ARTICLE 8 SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

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

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

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

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

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

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

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

**ARTICLE 9
PERPETUITIES PROVISION**

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

**ARTICLE 10
ADMINISTRATION AND CONSTRUCTION**

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

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

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

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

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

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

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee,

and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

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

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

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

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

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

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

(a) **Trustees.**

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

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

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

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

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

(c) **Other Terms.**

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

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

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

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

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

11.4 Certifications.

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

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

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

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

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

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

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

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Daniel Bernstein
Irrevocable Trust
STBR10045

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

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Account Summary

Statement of Value and Activity

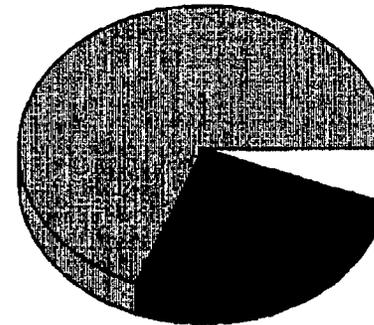
January 1, 2008 - March 31, 2008

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/08 to 3/31/08</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,727.72	-\$6,727.72
Income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.75	\$12,098.75
Ending Market Value	\$125,862.88	\$125,862.88
Realized Gains/Losses (Included in Total Above)	-\$52.67	-\$52.67

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
69%	Equity	\$90,739.38
25%	Fixed Income	\$32,811.35
6%	Cash & Equivalents	\$8,490.33
100%	Total Assets Value	\$132,041.06
	Total Liabilities Value	-\$6,178.18
	Total Portfolio Value	\$125,862.88



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration



Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
<i>Money Market Funds</i>						
SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,312.15	\$1.00	\$2,312.15	\$2,312.15	\$0.00	\$27.28
			\$2,312.15	\$2,312.15	\$0.00	\$27.28
Cash						
<i>Principal Cash</i>						
			\$6,178.18			
			\$6,178.18	\$0.00	\$0.00	\$0.00
Total Cash & Equivalents			\$8,490.33	\$2,312.15	\$0.00	\$27.28
Equity						
<i>Equity Small Cap Value Mutual Funds</i>						
Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	\$26.32	\$5,407.92	\$5,486.00	-\$78.08	\$0.00
			\$5,407.92	\$5,486.00	-\$78.08	\$0.00
Other Domestic Equity						
Huseman Strategic Growth Fund CUSIP: 448108100	526.82	\$15.59	\$8,213.19	\$8,229.00	-\$15.81	\$48.47
iShares S&P Gsci Semiconductor Index CUSIP: 464287523	54.00	\$49.56	\$2,676.24	\$2,845.25	-\$169.01	\$16.20
Market Vectors Agribusiness CUSIP: 57060U605	47.00	\$53.61	\$2,519.67	\$2,787.10	-\$267.43	\$0.00

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	\$20.49	\$5,245.44	\$5,581.08	-\$335.62	\$0.00
			\$18,654.54	\$19,442.41	-\$787.87	\$64.67
<i>Equity International Developed</i>						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$6,857.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
			\$16,439.33	\$16,669.66	-\$230.33	\$703.89
<i>Equity International Emerging</i>						
Wisdomtree Emg Mkts H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4,206.65	-\$195.72	\$37.58
			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
<i>Equity International Diverse</i>						
American Capital World G&I-F CUSIP: 140543406	161.88	\$40.91	\$6,622.31	\$6,888.94	-\$266.63	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5,820.07	-\$813.12	\$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	\$17.95	\$2,656.60	\$2,809.04	-\$152.44	\$58.09
iShares MSCI Singapore CUSIP: 464286873	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8.33	\$108.42
iShares MSCI United Kingdom CUSIP: 464286899	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U508	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	\$16.66	\$6,125.35	\$6,857.00	-\$731.65	\$69.86
			\$39,770.59	\$42,803.87	-\$3,033.28	\$658.11
<i>Equity Mid Cap Value</i>						
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	\$12.56	\$6,456.07	\$6,857.00	-\$400.93	\$131.07
			\$6,456.07	\$6,857.00	-\$400.93	\$131.07
Total Equity			\$90,739.58	\$95,465.59	-\$4,726.21	\$1,595.92
<i>Fixed Income</i>						
<i>Fixed Income Mutual Funds</i>						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	\$6.76	\$11,174.98	\$10,976.64	\$198.34	\$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Pioneer Global High Yield Fund CUSIP: 72388G108	612.94	\$11.08	\$6,779.07	\$8,858.75	-\$79.68	\$819.68
Total Fixed Income			\$6,779.07	\$8,858.75	-\$79.68	\$819.68
Total All Assets			\$132,041.06	\$130,785.32	-\$4,922.44	\$3,919.69
<i>Liabilities</i>						
Income Cash			-\$6,178.18			
Total Liabilities			-\$6,178.18	\$0.00	\$0.00	\$0.00
Total All Liabilities			-\$6,178.18	\$0.00	\$0.00	\$0.00
Portfolio Grand Total			\$125,862.88	\$130,785.32	-\$4,922.44	\$3,919.69

0025711-0900127



Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

<i>Transaction Category</i>	<i>Principal Cash</i>	<i>Income Cash</i>
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$491.85
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$120,000.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$120,000.00	\$491.85
Disbursements		
Distributions	\$0.00	\$0.00
Fees	-\$57.69	-\$57.69
Expenses	\$0.00	-\$362.34
Taxes	\$0.00	-\$6,250.00
Total Disbursements	-\$57.69	-\$6,670.03
Purchases	-\$388,793.14	\$0.00
Sales/Maturities	\$275,029.01	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 3/31/08	\$6,178.18	-\$6,178.18

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Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
1/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	\$0.00	\$13.61	\$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	\$0.00	\$64.52	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	\$0.00	\$211.92	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	\$0.00	\$77.28	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$4.64	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$1.75	\$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08	\$0.00	\$31.94	\$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret \$0.0821/Unit on 1,049.826 Units Due 3/25/08	\$0.00	\$86.19	\$0.00
		\$0.00	\$491.85	

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
	Additions			
2/5/08	Cash Receipt	\$120,000.00	\$0.00	\$0.00
	Addition to Account			
	Lic Holdings, Inc Check #1163 DTD 12/31/07			
		<hr/>	<hr/>	
		\$120,000.00	\$0.00	
Total Receipts		\$120,000.00	\$491.85	
	Disbursements			
	Fees			
3/25/08	Fee Collected	-\$57.69	\$0.00	\$0.00
	Based on A Market Value of \$124,781.17			
3/25/08	Fee Collected	\$0.00	-\$57.69	\$0.00
	Based on A Market Value of \$124,781.17			
		<hr/>	<hr/>	
		-\$57.69	-\$57.69	
	Expenses			
3/14/08	Cash Disbursement	\$0.00	-\$362.34	\$0.00
	Paid to United States Treasury			
	Other Fees and Expenses			
	Paid for Daniel Bernstein IRREV Trust			
	Penalty and Interest - 1041 for Period 12/31/06			
		<hr/>	<hr/>	
		\$0.00	-\$362.34	

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Daniel Berstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250.00	\$0.00
		\$0.00	-\$6,250.00	
Total Disbursements		-\$57.69	-\$6,670.03	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-\$13.61	\$0.00	\$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-\$64.52	\$0.00	\$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-\$120,000.00	\$0.00	\$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-\$137,151.99	\$0.00	\$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At \$13.34	-\$6,857.00	\$0.00	\$0.00

0025719 - 0800177



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized GA</i>
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At \$42.57	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 526.824 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.824 Units At \$15.62	-\$8,229.00	\$0.00	\$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At \$19.89	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At \$26.70	-\$5,486.00	\$0.00	\$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At \$27.98	-\$10,972.00	\$0.00	\$0.00
2/28/08	Purchased 367.668 Units of T Rowe Price New Asia Trade Date 2/27/08 367.668 Units At \$18.65	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At \$14.37	-\$15,086.00	\$0.00	\$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At \$6.64	-\$10,972.00	\$0.00	\$0.00

0025719 - 0800127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized GL</i>
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At \$11.19	-\$6,857.00	\$0.00	\$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At \$18.98	-\$2,809.04	\$0.00	\$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At \$59.30	-\$2,787.10	\$0.00	\$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At \$25.476	-\$1,426.66	\$0.00	\$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At \$50.9094	-\$2,800.02	\$0.00	\$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At \$52.6899	-\$2,845.25	\$0.00	\$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At \$22.8481	-\$2,810.32	\$0.00	\$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At \$12.8091	-\$2,728.34	\$0.00	\$0.00

0025714-0800127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At \$21.801	-\$5,581.06	\$0.00	\$0.00
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At \$86.4626	-\$5,620.07	\$0.00	\$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/25/08 140 Units At \$70.0904	-\$9,812.66	\$0.00	\$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtk H/Y Equity Trade Date 2/26/08 77 Units At \$54.6318	-\$4,206.65	\$0.00	\$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-\$77.28	\$0.00	\$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ \$6.69 through Reinvestment of Cash Dividend Due 3/3/08	-\$4.64	\$0.00	\$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ \$11.16 through Reinvestment of Cash Dividend Due 3/3/08	-\$1.75	\$0.00	\$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-\$211.92	\$0.00	\$0.00

0025714-0900127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid \$1.08 Brokerage 27 Units At \$48.779983	-\$1,318.14	\$0.00	\$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-\$1,373.99	\$0.00	\$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ \$39.96 through Reinvestment of Cash Dividend Due 3/24/08	-\$31.94	\$0.00	\$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ \$14.06 through Reinvestment of Cash Dividend Due 3/25/08	-\$86.19	\$0.00	\$0.00
Total Purchases		-\$388,793.14	\$0.00	
Sales/Maturities				
Sales/Maturities				
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	\$137,151.99	\$0.00	\$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	\$85,030.00	\$0.00	\$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	\$43,427.17	\$0.00	\$0.00
3/14/08	Sold 362.34 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	\$362.34	\$0.00	\$0.00

0095715-0900127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	\$6,250.00	\$0.00	\$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	\$1,318.14	\$0.00	\$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid \$2.24 Brokerage Paid \$0.02 SEC Fee St Capital Loss of \$52.67- on Federal Cost Federal Tax Cost \$1,426.66 56 Units At \$24.575952	\$1,373.99	\$0.00	-\$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	\$115.38	\$0.00	\$0.00
Total Sales/Maturities		\$275,029.01	\$0.00	
3/31/08	Ending Balance	\$6,178.18	-\$6,178.18	

0025715-0000127

Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0025716-0900127



0025719 - 0990127

TS000425



STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Daniel Bernstein
Irrevocable Trust
STBR10045

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Please visit our website @ www.stanfordtrustco.com

Daniel Bernstein
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 33446

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STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

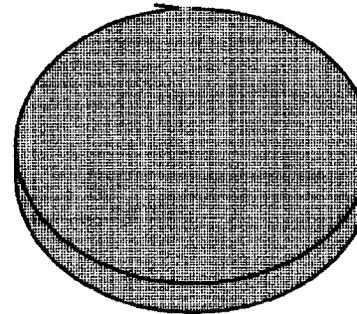
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/07 to 12/31/07</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
100%	Cash & Equivalents	\$17,073.86
100%	Total Assets Value	\$17,073.86



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
<i>Cash & Equivalents</i>						
<i>Money Market Funds</i>						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total All Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
10/1/07	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2779 DTD 10/3/07	\$17,073.86	\$0.00	\$0.00
Total Receipts		\$17,073.86	\$0.00	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0.00	\$0.00
Total Purchases		-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

EXTENSION GRANTED TO 10/15/2007

For calendar year 2006 or fiscal year beginning 2006 and ending 2006 OMB No. 1545-0092

- A** Type of entity:
- Decedent's estate
 - Simple trust
 - Complex trust
 - Qualified disability trust
 - ESBT (S portion only)
 - Grantor type trust
 - Bankruptcy estate-Ch. 7
 - Bankruptcy estate-Ch. 11
 - Pooled income fund

Name of estate or trust (if a grantor type trust, see page 12 of the instructions): **DANIEL BERNSTEIN IRREVOCABLE TRUST**

Name and title of fiduciary: **STANFORD TRUST COMPANY, TRUSTEE**

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.): **445 NORTH BOULEVARD, 8TH FLOOR EAST**

City or town, state, and ZIP code: **BATON ROUGE, LA 70802**

Z Employer identification number: **20 7354918**

D Date entity created: **09/01/2006**

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):

- Described in section 4947(a)(1)
- Not a private foundation
- Described in section 4947(a)(2)

COPY

B No. of Sch K-1 attached: **0**

F Check applicable boxes: Initial return Final return Amended return Change in fiduciary Change in fiduciary's name Change in fiduciary's address

G Pooled mortgage account (see page 14 of the instructions): Bought Sold Date:

Income	1 Interest income	1
	2 a Total ordinary dividends	2a
	b Qualified dividends allocable to: (1) Beneficiaries (2) Estate or trust	
	3 Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3
	4 Capital gain or (loss). Attach Schedule D (Form 1041)	4
	5 Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5
	6 Farm income or (loss). Attach Schedule F (Form 1040)	6
	7 Ordinary gain or (loss). Attach Form 4797	7
	8 Other income. List type and amount	8
9 Total income. Combine lines 1, 2a, and 3 through 8	9	
Deductions	10 Interest. Check if Form 4952 is attached <input type="checkbox"/>	10
	11 Taxes	11
	12 Fiduciary fees	12
	13 Charitable deduction (from Schedule A, line 7)	13
	14 Attorney, accountant, and return preparer fees	14
	15 a Other deductions not subject to the 2% floor (attach schedule)	15a
	b Allowable miscellaneous itemized deductions subject to the 2% floor	15b
	16 Add lines 10 through 15b	16
	17 Adjusted total income or (loss). Subtract line 16 from line 9	17
	18 Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18
	19 Estate tax deduction including certain generation-skipping taxes (attach computation)	19
20 Exemption	20	
21 Add lines 18 through 20	21	
Tax and Payments	22 Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22
	23 Total tax (from Schedule G, line 7)	23
	24 Payments: a 2006 estimated tax payments and amount applied from 2005 return	24a
	b Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b
	c Subtract line 24b from line 24a	24c
	d Tax paid with Form 7004 (see page 20 of the instructions)	24d
	e Federal income tax withheld. If any is from Form(s) 1099, check <input type="checkbox"/>	24e
	f Credit for federal telephone excise tax paid. Attach Form 8913	24f
	Other payments: g Form 2439 ; h Form 4136 ; Total	24i
	25 Total payments. Add lines 24c through 24f, and 24i	25
26 Estimated tax penalty (see page 20 of the instructions)	26	
27 Tax due. If line 25 is smaller than the total of lines 23 and 26, enter amount owed	27	
28 Overpayment. If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28	
29 Amount of line 28 to be: a Credited to 2007 estimated tax b Refunded	29	

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of fiduciary or officer representing fiduciary: _____ Date: 10/2/07 EIN of fiduciary if a financial institution: _____

May the IRS discuss this return with the preparer shown below (see instr.)? Yes No

Paid Preparer's Use Only

Preparer's signature: [Signature] Date: 10/2/07 Check if self-employed: Preparer's SSN or PTIN: P00127193

Firm's name (or yours if self-employed), address, and ZIP code: **GOLDSTEIN LEWIN & CO.**
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

EIN: 59 2147155 Phone no.: (561) 994-5050

**Application for Automatic 6-Month Extension of Time To File
Certain Business Income Tax, Information, and Other Returns**

File a separate application for each return.

Type or Print File by the due date for the return for which an extension is requested. See instructions.	Name Daniel Bernstein Irrev Trust	Identifying number 20-7354918
	Number, street, and room or suite no. (if P.O. box, see instructions.) c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E	
	City, town, state, and ZIP code (if a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)). Boca Raton, FL 33431	

Note. See instructions before completing this form.

- 1 Enter the form code for the return that this application is for (see below)..... **05**
- 2 If the foreign corporation does not have an office or place of business in the United States, check here.....
- 3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here.
- 4a The application is for calendar year 2006, or tax year beginning , 20 , and ending , 20
- b Short tax year. If this tax year is less than 12 months, check the reason:
 Initial return Final return Change in accounting period Consolidated return to be filed
- 5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here.....
 If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6 Tentative total tax.....	6	0.00
7 Total payments and credits (see instructions).....	7	0.00
8 Balance due. Subtract line 7 from line 6. Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions).....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
		Form 1120-H	17
Form 706-GS(T)	02		
		Form 1120-ND	19
Form 1041 (estate)	04		
		Form 1120-PC	21
Form 1041-N	06		
		Form 1120-REIT	23
Form 1042	08		
		Form 1120-S	25
Form 1065-B	10		
		Form 3520-A	27
Form 1120	12		
		Form 8613	29
Form 1120-A	14		
		Form 8804	31
Form 1120-F	15		
		Form 8876	33

For Paperwork Reduction Act Notice, see Instructions.

Form 7004 (Rev. 12-2006)

Schedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.	
1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)
3	Subtract line 2 from line 1
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes
5	Add lines 3 and 4
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)
7	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13

Schedule B Income Distribution Deduction	
1	Adjusted total income (see page 22 of the instructions)
2	Adjusted tax-exempt interest
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number
7	Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law
9	Income required to be distributed currently
10	Other amounts paid, credited, or otherwise required to be distributed
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions
12	Enter the amount of tax-exempt income included on line 11
13	Tentative income distribution deduction. Subtract line 12 from line 11
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-
15	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18

Schedule G Tax Computation (see page 23 of the instructions)	
1	Tax: a Tax on taxable income (see page 23 of the instructions)
	b Tax on lump-sum distributions. Attach Form 4972
	c Alternative minimum tax (from Schedule I, line 56)
	d Total. Add lines 1a through 1c
2a	Foreign tax credit. Attach Form 1116
b	Other nonbusiness credits (attach schedule)
c	General business credit. Enter here and check which forms are attached: <input type="checkbox"/> Form 3800 <input type="checkbox"/> Forms (specify) ▶
d	Credit for prior year minimum tax. Attach Form 8801
3	Total credits. Add lines 2a through 2d
4	Subtract line 3 from line 1d. If zero or less, enter -0-
5	Recapture taxes. Check if from: <input type="checkbox"/> Form 4255 <input type="checkbox"/> Form 8611
6	Household employment taxes. Attach Schedule H (Form 1040)
7	Total tax. Add lines 4 through 6. Enter here and on page 1, line 23

Other Information		SEC. 641(C):		Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ \$	6,245.			X
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?				X
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TDF 90-22.1. If "Yes," enter the name of the foreign country ▶				X
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions				X
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment				X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions) ▶ <input type="checkbox"/>				
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions) ▶ <input type="checkbox"/>				
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here ▶ <input type="checkbox"/>				
9	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions			X	

Name of Trust

Employer ID Number

DANIEL BERNSTEIN IRREVOCABLE TRUST

20-7354918

Income

Interest	SEE STATEMENT 3	84.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,758.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,842.

Deductions

Interest		
Taxes		
Fiduciary Fees		
Charitable Deduction		
Attorney, Accountant, Return Preparation Fees		
Other Deductions - Not Subject to 2% Limit		
Other Deductions - Subject to 2% Limit		
Total Deductions		

Tax and Credits

Taxable Income		17,842.
Tax - 35%		6,245.
Net Long-Term Capital Gain and Qualified Dividends		
Tax		
Total Regular Tax		6,245.
Alternative Minimum Tax		
Total Tax		6,245.
Credits		
Recapture and Other Taxes		
Net Tax - to Form 1041, Schedule G, line 7		6,245.

S CORPORATION PORTION

Form 1041 (2006)

DANIEL BERNSTEIN IRREVOCABLE TRUST

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Schedule I Alternative Minimum Tax (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)	1	17,842.
2	Interest	2	
3	Taxes	3	
4	Miscellaneous itemized deductions (from page 1, line 15b)	4	
5	Refund of taxes	5	()
6	Depletion (difference between regular tax and AMT)	6	
7	Net operating loss deduction. Enter as a positive amount	7	
8	Interest from specified private activity bonds exempt from the regular tax	8	
9	Qualified small business stock (see page 27 of the instructions)	9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)	10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	12	
13	Disposition of property (difference between AMT and regular tax gain or loss)	13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	14	
15	Passive activities (difference between AMT and regular tax income or loss)	15	SEE STATEMENT 5 <13.>
16	Loss limitations (difference between AMT and regular tax income or loss)	16	
17	Circulation costs (difference between regular tax and AMT)	17	
18	Long-term contracts (difference between AMT and regular tax income)	18	
19	Mining costs (difference between regular tax and AMT)	19	
20	Research and experimental costs (difference between regular tax and AMT)	20	
21	Income from certain installment sales before January 1, 1987	21	()
22	Intangible drilling costs preference	22	
23	Other adjustments, including income-based related adjustments	23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)	24	()
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24	25	17,829.
Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26	0.
27	Estate tax deduction (from page 1, line 19)	27	
28	Add lines 26 and 27	28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.	29	17,829.

If line 29 is:

- \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over \$22,500, but less than \$165,000, go to line 45.
- \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	()
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	Income distribution deduction on a minimum tax basis. Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

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Form 1041 (2006)

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S CORPORATION PORTION

Form 1041 (2006) DANIEL BERNSTEIN IRREVOCABLE TRUST

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Part III - Alternative Minimum Tax

45	Exemption amount		45	\$22,500
46	Enter the amount from line 29	46		
47	Phase-out of exemption amount	47	\$75,000	
48	Subtract line 47 from line 46. If zero or less, enter -0-	48		
49	Multiply line 48 by 25% (.25)		49	
50	Subtract line 49 from line 45. If zero or less, enter -0-		50	
51	Subtract line 50 from line 46		51	17,829.
52	Go to Part IV of Schedule D to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as figured for the AMT, if necessary). Otherwise, if line 51 is - • \$175,000 or less, multiply line 51 by 26% (.26). • Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result		52	4,636.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)		53	
54	Tentative minimum tax. Subtract line 53 from line 52		54	4,636.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)		55	6,245.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c		56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51		57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the AMT, if necessary)	58		
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as figured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59		
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as figured for the AMT, if necessary)	60		
61	Enter the smaller of line 57 or line 60		61	
62	Subtract line 61 from line 57		62	
63	If line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract \$3,500 from the result		63	
64	Maximum amount subject to the 5% rate	64	\$2,050	
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65		
66	Subtract line 65 from line 64. If zero or less, enter -0-	66		
67	Enter the smaller of line 57 or line 58	67		
68	Enter the smaller of line 66 or line 67	68		
69	Multiply line 68 by 5% (.05)		69	
70	Subtract line 68 from line 67	70		
71	Multiply line 70 by 15% (.15)		71	
72	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72. Subtract line 67 from line 61	72		
73	Multiply line 72 by 25% (.25)		73	
74	Add lines 63, 69, 71, and 73		74	
75	If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28) and subtract \$3,500 from the result		75	
76	Enter the smaller of line 74 or line 75 here and on line 52		76	

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Form 1041 (2006)

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,245.	6,245.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,337.	.0800	107	150.
DATE FILED	10/15/07		6,487.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,245.	6,245.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

ESBT	INTEREST	STATEMENT	3
DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST	
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	84.	
SUBTOTALS	0.	84.	
TOTAL INTEREST		84.	

ESBT	OTHER ORDINARY INCOME	STATEMENT	4
DESCRIPTION		AMOUNT	
FROM - LIC HOLDINGS, INC.		17,758.	
TOTAL TO ESBT WORKSHEET		17,758.	

ESBT SCHEDULE I	PASSIVE ACTIVITY LOSS	STATEMENT	5
	NET INCOME (LOSS)		
NAME OF ACTIVITY	FORM	AMT	REGULAR
LIC HOLDINGS, INC.	SCH E	17,745.	17,758.
TOTAL TO SCHEDULE I, LINE 15			<13.>

ESBT FORM 8582	OTHER PASSIVE ACTIVITIES - WORKSHEET 3	STATEMENT	6
	CURRENT YEAR	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS
NAME OF ACTIVITY	NET INCOME	NET LOSS	GAIN
LIC HOLDINGS, INC.	17,758.	0.	17,758.
TOTALS	17,758.	0.	17,758.

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

RE A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,758.	0.	17,758.	0.	0.
TOTALS		17,758.	0.	17,758.	0.	0.
PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						
TOTAL TO FORM 8582, LINE 11						0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 8

NAME OF ACTIVITY	CURRENT YEAR		PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS	
	NET INCOME	NET LOSS		GAIN	LOSS
LIC HOLDINGS, INC.	17,745.	0.	0.	17,745.	0.
TOTALS	17,745.	0.	0.	17,745.	0.

950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

83-843/870

10/3/07

PAY TO THE
ORDER OF

Daniel Benoitin Trust

17,073.86

SEVENTEEN THOUSAND, SEVENTY THREE AND 86/100

DOLLARS

MEMO:

DISTRIBUTION, ALL HOLDINGS

Daniel Benoitin

AUTHORIZED SIGNATURE

⑈002779⑈ ⑆067006432⑆ 2000034069950⑈

TRUST AGREEMENT
FOR THE
JAKE BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT
FOR THE
JAKE BERNSTEIN IRREVOCABLE TRUST

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

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, JAKE BERNSTEIN.

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

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

1

INITIALS _____
JAKE BERNSTEIN IRREVOCABLE TRUST

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

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

**ARTICLE 5
PROVISIONS GOVERNING TRUSTEES**

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

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

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

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

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

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a

beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

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

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

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

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

5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 7
FIDUCIARY POWERS

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

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

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

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

7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which

it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

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

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

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

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

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any

manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

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

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

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

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

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

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

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

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

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

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

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

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations

obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

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

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

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

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

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

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

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

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

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

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

**ARTICLE 8
SUBCHAPTER S STOCK**

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

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

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

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

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

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

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

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9
PERPETUITIES PROVISION

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

ARTICLE 10
ADMINISTRATION AND CONSTRUCTION

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

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

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

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

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

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

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee,

and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

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

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

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

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

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

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

(a) **Trustees.**

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

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

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

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

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

(c) **Other Terms.**

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

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

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

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

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

11.4 Certifications.

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

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

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

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

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

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

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

Executed as of the date first written above.

Signed in the presence of:

Joseph M. Johnson
[Signature]

Two witnesses as to Simon Bernstein

SETTLOR

[Signature]
Simon Bernstein

Signed in the presence of:

Joseph M. Johnson
[Signature]

Two witnesses as to Traci Kratish

TRUSTEE

Traci Kratish, P.A.

[Signature] FOR TRACI KRATISH, P.A.
Traci B. A. PRESIDENT
Traci Kratish, President

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (581) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Jake Bernstein
Irrevocable Trust
STBR10050

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

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TS000462



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

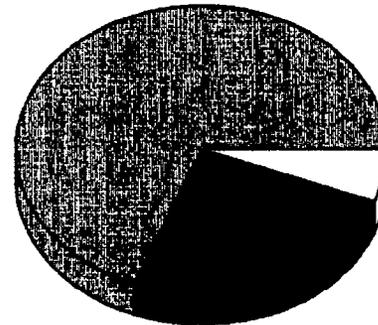
January 1, 2008 - March 31, 2008

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/08 to 3/31/08</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,727.72	-\$6,727.72
Income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.74	\$12,098.74
Ending Market Value	\$125,862.87	\$125,862.87
Realized Gains/Losses (Included in Total Above)	-\$52.67	-\$52.67

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
69%	Equity	\$90,739.37
25%	Fixed Income	\$32,811.35
6%	Cash & Equivalents	\$8,490.33
100%	Total Assets Value	\$132,041.05
	Total Liabilities Value	-\$6,178.18
	Total Portfolio Value	\$125,862.87



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

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TS000464

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	\$20.49	\$5,245.44	\$5,581.08	-\$335.62	\$0.00
			\$18,654.55	\$19,442.41	-\$787.86	\$64.67
<i>Equity International Developed</i> ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$6,857.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.68	-\$182.08	\$329.84
			\$16,439.33	\$16,669.68	-\$230.33	\$703.89
<i>Equity International Emerging</i> Wisdomtree Emg Mkts H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4,206.65	-\$195.72	\$37.58
			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
<i>Equity International Diverse</i> American Capital World G&I-F CUSIP: 140543406	161.88	\$40.91	\$6,622.31	\$6,888.94	-\$266.63	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5,620.07	-\$613.12	\$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	\$17.95	\$2,656.60	\$2,809.04	-\$152.44	\$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8.33	\$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77958H500	367.67	\$16.66	\$6,125.33	\$6,857.00	-\$731.67	\$69.86
			\$39,770.57	\$42,803.87	-\$3,033.30	\$658.11
<i>Equity Mid Cap Value</i>						
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	\$12.56	\$6,456.07	\$6,857.00	-\$400.93	\$131.07
			\$6,456.07	\$6,857.00	-\$400.93	\$131.07
Total Equity			\$90,739.37	\$95,465.69	-\$4,726.32	\$1,595.32
<i>Fixed Income</i>						
<i>Fixed Income Mutual Funds</i>						
Oppenheimer International Bond Fund CUSIP: 68360T103	1,653.10	\$6.76	\$11,174.98	\$10,976.64	\$198.34	\$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	\$11.06	\$6,779.07	\$6,856.75	-\$79.68	\$819.68
Total Fixed Income			\$62,811.35	\$63,007.58	-\$196.23	\$2,297.09
Total All Assets			\$132,041.05	\$130,785.32	-\$4,922.45	\$3,919.69
<i>Liabilities</i>						
Income Cash			-\$6,178.18			
Total Liabilities			-\$6,178.18	\$0.00	\$0.00	\$0.00
Total All Liabilities			-\$6,178.18	\$0.00	\$0.00	\$0.00
Portfolio Grand Total			\$125,862.87	\$130,785.32	-\$4,922.45	\$3,919.69

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Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

<i>Transaction Category</i>	<i>Principal Cash</i>	<i>Income Cash</i>
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$491.85
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$120,000.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$120,000.00	\$491.85
Disbursements		
Distributions	\$0.00	\$0.00
Fees	-\$57.69	-\$57.69
Expenses	\$0.00	-\$362.34
Taxes	\$0.00	-\$6,250.00
Total Disbursements	-\$57.69	-\$6,670.03
Purchases	-\$388,793.14	\$0.00
Sales/Maturities	\$275,029.01	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 3/31/08	\$6,178.18	-\$6,178.18

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Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
1/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	\$0.00	\$13.61	\$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	\$0.00	\$64.52	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	\$0.00	\$211.92	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	\$0.00	\$77.28	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$4.64	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$1.75	\$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08	\$0.00	\$31.94	\$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret \$0.0821/Unit on 1,049.826 Units Due 3/25/08	\$0.00	\$86.19	\$0.00
		\$0.00	\$491.85	

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
Additions				
2/5/08	Cash Receipt Addition to Account Lic Holdings, Inc Check #1161 DTD 12/31/07	\$120,000.00	\$0.00	\$0.00
		\$120,000.00	\$0.00	
Total Receipts		\$120,000.00	\$491.85	
Disbursements				
Fees				
3/25/08	Fee Collected Based on A Market Value of \$124,781.17	-\$57.69	\$0.00	\$0.00
3/25/08	Fee Collected Based on A Market Value of \$124,781.17	\$0.00	-\$57.69	\$0.00
		-\$57.69	-\$57.69	
Expenses				
3/14/08	Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Jacob Bernstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	\$0.00	-\$362.34	\$0.00
		\$0.00	-\$362.34	

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized GL</i>
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Jacob Bernstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250.00	\$0.00
		\$0.00	-\$6,250.00	
Total Disbursements		-\$57.69	-\$6,670.03	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-\$13.61	\$0.00	\$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-\$64.52	\$0.00	\$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-\$120,000.00	\$0.00	\$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-\$137,151.99	\$0.00	\$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At \$13.34	-\$6,857.00	\$0.00	\$0.00

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<u>Date</u>	<u>Transaction Description</u>	<u>Principal Cash</u>	<u>Income Cash</u>	<u>Realized GL</u>
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At \$42.57	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 526.825 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.825 Units At \$15.62	-\$8,229.00	\$0.00	\$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At \$19.89	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At \$26.70	-\$5,486.00	\$0.00	\$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At \$27.98	-\$10,972.00	\$0.00	\$0.00
2/28/08	Purchased 367.667 Units of T Rowe Price New Asia Trade Date 2/27/08 367.667 Units At \$18.65	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At \$14.37	-\$15,086.00	\$0.00	\$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At \$6.64	-\$10,972.00	\$0.00	\$0.00

0025798 - 0900127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At \$11.19	-\$6,857.00	\$0.00	\$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At \$18.98	-\$2,809.04	\$0.00	\$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At \$59.30	-\$2,787.10	\$0.00	\$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At \$25.476	-\$1,426.66	\$0.00	\$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At \$50.9094	-\$2,800.02	\$0.00	\$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At \$52.6899	-\$2,845.25	\$0.00	\$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At \$22.8481	-\$2,810.32	\$0.00	\$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At \$12.8091	-\$2,728.34	\$0.00	\$0.00

0025759-0900127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
2/29/08	Purchased 256 Units of PowerShares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At \$21.801	-\$5,581.06	\$0.00	\$0.00
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At \$86.4626	-\$5,620.07	\$0.00	\$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At \$70.0904	-\$9,812.66	\$0.00	\$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtk H/Y Equity Trade Date 2/26/08 77 Units At \$54.6318	-\$4,206.65	\$0.00	\$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-\$77.28	\$0.00	\$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ \$6.69 through Reinvestment of Cash Dividend Due 3/3/08	-\$4.64	\$0.00	\$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ \$11.16 through Reinvestment of Cash Dividend Due 3/3/08	-\$1.75	\$0.00	\$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-\$211.92	\$0.00	\$0.00

0025758 - 0900127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid \$1.08 Brokerage 27 Units At \$48.779983	-\$1,318.14	\$0.00	\$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-\$1,373.99	\$0.00	\$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ \$39.96 through Reinvestment of Cash Dividend Due 3/24/08	-\$31.94	\$0.00	\$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ \$14.06 through Reinvestment of Cash Dividend Due 3/25/08	-\$86.19	\$0.00	\$0.00
Total Purchases		-\$388,783.14	\$0.00	

Sales/Maturities

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	\$137,151.99	\$0.00	\$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	\$85,030.00	\$0.00	\$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	\$43,427.17	\$0.00	\$0.00
3/14/08	Sold 362.34 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	\$362.34	\$0.00	\$0.00

0025789 - 0900127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized GL</i>
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	\$6,250.00	\$0.00	\$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	\$1,318.14	\$0.00	\$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid \$2.24 Brokerage Paid \$0.02 SEC Fee St Capital Loss of \$52.67- on Federal Cost Federal Tax Cost \$1,426.66 56 Units At \$24.575952	\$1,373.99	\$0.00	-\$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	\$115.38	\$0.00	\$0.00
Total Sales/Maturities		\$275,029.01	\$0.00	
3/31/08	Ending Balance	\$6,178.18	-\$6,178.18	

0025760 - 0800127

Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0025761 - 0930127



0025761 - 0900127



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Jake Bernstein
Irrevocable Trust
STBR10050

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<i>Pending Trades</i>	<i>5</i>

Please visit our website @ www.stanfordtrustco.com

Jake Bernstein
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 33446

STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/07 to 12/31/07</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

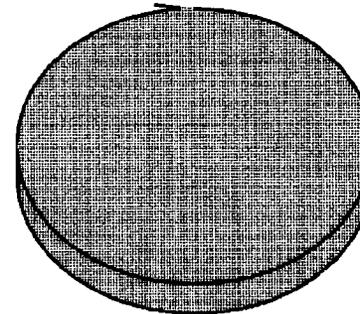
Account Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
100%	Cash & Equivalents	\$17,073.86
100%	Total Assets Value	\$17,073.86



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

<i>Transaction Category</i>	<i>Principal Cash</i>	<i>Income Cash</i>
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2781 DTD 10/3/07	\$17,073.86	\$0.00	\$0.00
Total Receipts		\$17,073.86	\$0.00	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0.00	\$0.00
Total Purchases		-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total All Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

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For calendar year 2006 or fiscal year beginning 2006 and ending **2006** OMB No. 1545-0062

COPY

A Type of entity:
 Decedent's estate
 Simple trust
 Complex trust
 Qualified disability trust
 ESBT (S portion only)
 Grantor type trust
 Bankruptcy estate-Ch. 7
 Bankruptcy estate-Ch. 11
 Pooled income fund

Name of estate or trust (if a grantor type trust, see page 12 of the instructions.)
JACOB BERNSTEIN IRREVOCABLE TRUST

Name and title of fiduciary
STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (if a P.O. box, see page 12 of the instructions.)
445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code
BATON ROUGE, LA 70802

C Employer identification number
20 7294171

D Date entity created
09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):
 Described in section 4947(a)(1)
 Not a private foundation
 Described in section 4947(a)(2)

B No. of Sch K-1 attached **0**

F Check applicable boxes:
 Initial return Final return Amended return
 Change in fiduciary Change in fiduciary's name

G Pooled mortgage account (see page 14 of the instructions):
 Bought Sold Date:

Income	1	Interest income	1	
	2 a	Total ordinary dividends	2a	
	b	Qualified dividends allocable to: (1) Beneficiaries (2) Estate or trust		
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3	
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4	
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5	
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6	
	7	Ordinary gain or (loss). Attach Form 4797	7	
	8	Other income. List type and amount	8	
9	Total income. Combine lines 1, 2a, and 3 through 8	9		
Deductions	10	Interest. Check if Form 4952 is attached <input type="checkbox"/>	10	
	11	Taxes	11	
	12	Fiduciary fees	12	
	13	Charitable deduction (from Schedule A, line 7)	13	
	14	Attorney, accountant, and return preparer fees	14	
	15 a	Other deductions not subject to the 2% floor (attach schedule)	15a	
	b	Allowable miscellaneous itemized deductions subject to the 2% floor	15b	
	16	Add lines 10 through 15b	16	
	17	Adjusted total income or (loss). Subtract line 16 from line 9	17	
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18	
Tax and Payments	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19	
	20	Exemption	20	100.
	21	Add lines 18 through 20	21	100.
	22	Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22	<100.>
	23	Total tax (from Schedule G, line 7)	23	6,245.
	24 a	Payments: a 2006 estimated tax payments and amount applied from 2005 return	24a	
	b	Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b	
	c	Subtract line 24b from line 24a	24c	
	d	Tax paid with Form 7004 (see page 20 of the instructions)	24d	
	e	Federal income tax withheld. If any is from Form(s) 1099, check <input type="checkbox"/>	24e	
Sign Here	24f	Credit for federal telephone excise tax paid. Attach Form 8913	24f	
	24i	Other payments: g Form 2439 ; h Form 4136 ; Total	24i	
	25	Total payments. Add lines 24c through 24f, and 24i	25	
	26	Estimated tax penalty (see page 20 of the instructions)	26	
	27	Tax due. If line 25 is smaller than the total of lines 23 and 26, enter amount owed **	27	6,245.
28	Overpayment. If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28		
29	Amount of line 28 to be: a Credited to 2007 estimated tax ; b Refunded	29		

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of fiduciary or officer representing fiduciary: _____ Date: **10/8/07** EIN of fiduciary if a financial institution: Yes No

May the IRS discuss this return with the preparer shown below (see instr.)? Yes No

Paid Preparer's signature: *[Signature]* Date: **10/8/07** Check if self-employed: Preparer's SSN or PTIN: **P00127193**

Preparer's Use Only Firm's name (or yours if self-employed), address, and ZIP code: **GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502** EIN: **59 2147155** Phone no.: **(561)994-5050**

Form **7004**

(Rev. December 2006)

Department of the Treasury
Internal Revenue Service

**Application for Automatic 6-Month Extension of Time To File
Certain Business Income Tax, Information, and Other Returns**

OMB No. 1545-0233

File a separate application for each return.

Type or Print File by the due date for the return for which an extension is requested. See instructions.	Name Jacob Bernstein Irrevocable Trust	Identifying number 20-7294171
	Number, street, and room or suite no. (if P.O. box, see instructions.) c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E	
	City, town, state, and ZIP code (if a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)). Boca Raton, FL 33431	

Note. See instructions before completing this form.

- 1 Enter the form code for the return that this application is for (see below)..... **05**
- 2 If the foreign corporation does not have an office or place of business in the United States, check here.....
- 3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here.
- 4a The application is for calendar year **2006**, or tax year beginning __, 20__, and ending __, 20__
- b Short tax year. If this tax year is less than 12 months, check the reason:
 Initial return Final return Change in accounting period Consolidated return to be filed
- 5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here.....
 If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6 Tentative total tax.....	6	0.00
7 Total payments and credits (see instructions).....	7	0.00
8 Balance due. Subtract line 7 from line 6. Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions).....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
		Form 1120-H	17
Form 706-GS(T)	02		
		Form 1120-ND	18
Form 1041 (estate)	04		
		Form 1120-PC	21
Form 1041-N	06		
		Form 1120-REIT	23
Form 1042	08		
		Form 1120-S	25
Form 1065-B	10		
		Form 3520-A	27
Form 1120	12		
		Form 8613	28
Form 1120-A	14		
		Form 8804	31
Form 1120-F	15		
		Form 8876	33

For Paperwork Reduction Act Notice, see instructions.

Form 7004 (Rev. 12-2006)

ISA
STF XDXP1000

Schedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.	
1 Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	1
2 Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)	2
3 Subtract line 2 from line 1	3
4 Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes	4
5 Add lines 3 and 4	5
6 Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)	6
7 Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13	7

Schedule B Income Distribution Deduction	
1 Adjusted total income (see page 22 of the instructions)	1
2 Adjusted tax-exempt interest	2
3 Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)	3
4 Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)	4
5 Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)	5
6 Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number	6
7 Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-	7
8 If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law	8 0.
9 Income required to be distributed currently	9
10 Other amounts paid, credited, or otherwise required to be distributed	10
11 Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions	11
12 Enter the amount of tax-exempt income included on line 11	12
13 Tentative income distribution deduction. Subtract line 12 from line 11	13
14 Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-	14
15 Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18	15

Schedule G Tax Computation (see page 23 of the instructions)	
1 Tax: a Tax on taxable income (see page 23 of the instructions)	1a 0.
b Tax on lump-sum distributions. Attach Form 4972	1b
c Alternative minimum tax (from Schedule I, line 56)	1c
d Total. Add lines 1a through 1c	1d 0.
2a Foreign tax credit. Attach Form 1116	2a
b Other nonbusiness credits (attach schedule)	2b
c General business credit. Enter here and check which forms are attached: <input type="checkbox"/> Form 3800 <input type="checkbox"/> Forms (specify) ▶	2c
d Credit for prior year minimum tax. Attach Form 8801	2d
3 Total credits. Add lines 2a through 2d	3
4 Subtract line 3 from line 1d. If zero or less, enter -0-	4 0.
5 Recapture taxes. Check if from: <input type="checkbox"/> Form 4255 <input type="checkbox"/> Form 8611	5
6 Household employment taxes. Attach Schedule H (Form 1040)	6
7 Total tax. Add lines 4 through 6. Enter here and on page 1, line 23	7 6,245.

Other Information		SEC. 641(C):		6,245.		Yes	No
1 Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ \$							X
2 Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?							X
3 At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TDF 90-22.1. If "Yes," enter the name of the foreign country ▶							X
4 During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions							X
5 Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment							X
6 If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions)						<input type="checkbox"/>	
7 To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions)						<input type="checkbox"/>	
8 If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here						<input type="checkbox"/>	
9 Are any present or future trust beneficiaries skip persons? See page 25 of the instructions							X

1041

Electing Small Business Trust Tax Calculation

2006

Name of Trust

Employer ID Number

JACOB BERNSTEIN IRREVOCABLE TRUST

20-7294171

Income

Interest	SEE STATEMENT 3	84.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,758.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,842.

Deductions

Interest		
Taxes		
Fiduciary Fees		
Charitable Deduction		
Attorney, Accountant, Return Preparation Fees		
Other Deductions - Not Subject to 2% Limit		
Other Deductions - Subject to 2% Limit		
Total Deductions		

Tax and Credits

Taxable Income		17,842.
Tax - 35%		6,245.
Net Long-Term Capital Gain and Qualified Dividends		
Tax		
Total Regular Tax		6,245.
Alternative Minimum Tax		
Total Tax		6,245.
Credits		
Recapture and Other Taxes		
Net Tax - to Form 1041, Schedule G, line 7		6,245.

S CORPORATION PORTION

Form 1041 (2006)

JACOB BERNSTEIN IRREVOCABLE TRUST

20-7294171 Page 3

Schedule I Alternative Minimum Tax (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)	1	17,842.
2	Interest	2	
3	Taxes	3	
4	Miscellaneous itemized deductions (from page 1, line 15b)	4	
5	Refund of taxes	5	()
6	Depletion (difference between regular tax and AMT)	6	
7	Net operating loss deduction. Enter as a positive amount	7	
8	Interest from specified private activity bonds exempt from the regular tax	8	
9	Qualified small business stock (see page 27 of the instructions)	9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)	10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	12	
13	Disposition of property (difference between AMT and regular tax gain or loss)	13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	14	
15	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 5	15	<12.>
16	Loss limitations (difference between AMT and regular tax income or loss)	16	
17	Circulation costs (difference between regular tax and AMT)	17	
18	Long-term contracts (difference between AMT and regular tax income)	18	
19	Mining costs (difference between regular tax and AMT)	19	
20	Research and experimental costs (difference between regular tax and AMT)	20	
21	Income from certain installment sales before January 1, 1987	21	()
22	Intangible drilling costs preference	22	
23	Other adjustments, including income-based related adjustments	23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)	24	()
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24	25	17,830.
26	Note: Complete Part II below before going to line 26. Income distribution deduction from Part II, line 44	26	0.
27	Estate tax deduction (from page 1, line 19)	27	
28	Add lines 26 and 27	28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.	29	17,830.

If line 29 is:

- \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over \$22,500, but less than \$165,000, go to line 45.
- \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	()
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	Income distribution deduction on a minimum tax basis. Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

JWA

Form 1041 (2006)

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02-05-07

S CORPORATION PORTION

Part III - Alternative Minimum Tax

45	Exemption amount		45	\$22,500
46	Enter the amount from line 29	46		
47	Phase-out of exemption amount	47	\$75,000	
48	Subtract line 47 from line 46. If zero or less, enter -0-	48		
49	Multiply line 48 by 25% (.25)		49	
50	Subtract line 49 from line 45. If zero or less, enter -0-		50	
51	Subtract line 50 from line 46		51	17,830.
52	Go to Part IV of Schedule D to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as figured for the AMT, if necessary). Otherwise, if line 51 is - • \$175,000 or less, multiply line 51 by 26% (.26). • Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result		52	4,636.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)		53	
54	Tentative minimum tax. Subtract line 53 from line 52		54	4,636.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)		55	6,245.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c		56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51		57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the AMT, if necessary)	58		
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as figured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59		
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as figured for the AMT, if necessary)	60		
61	Enter the smaller of line 57 or line 60		61	
62	Subtract line 61 from line 57		62	
63	If line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract \$3,500 from the result		63	
64	Maximum amount subject to the 5% rate	64	\$2,050	
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65		
66	Subtract line 65 from line 64. If zero or less, enter -0-	66		
67	Enter the smaller of line 57 or line 58	67		
68	Enter the smaller of line 66 or line 67	68		
69	Multiply line 68 by 5% (.05)		69	
70	Subtract line 68 from line 67	70		
71	Multiply line 70 by 15% (.15) If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72.		71	
72	Subtract line 67 from line 61	72		
73	Multiply line 72 by 25% (.25)		73	
74	Add lines 63, 69, 71, and 73		74	
75	If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28) and subtract \$3,500 from the result		75	
76	Enter the smaller of line 74 or line 75 here and on line 52		76	

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,245.	6,245.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,337.	.0800	107	150.
DATE FILED	10/15/07		6,487.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,245.	6,245.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

ESBT	INTEREST	STATEMENT	3
DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST	
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	84.	
SUBTOTALS	0.	84.	
TOTAL INTEREST		84.	

ESBT	OTHER ORDINARY INCOME	STATEMENT	4
DESCRIPTION		AMOUNT	
FROM - LIC HOLDINGS, INC.		17,758.	
TOTAL TO ESBT WORKSHEET		17,758.	

ESBT SCHEDULE I	PASSIVE ACTIVITY LOSS	STATEMENT	5
	NET INCOME (LOSS)		
NAME OF ACTIVITY	FORM	AMT	REGULAR
LIC HOLDINGS, INC.	SCH E	17,746.	17,758.
TOTAL TO SCHEDULE I, LINE 15			<12.>

ESBT FORM 8582	OTHER PASSIVE ACTIVITIES - WORKSHEET 3	STATEMENT	6
	CURRENT YEAR	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS
NAME OF ACTIVITY	NET INCOME	NET LOSS	GAIN
LIC HOLDINGS, INC.	17,758.	0.	17,758.
TOTALS	17,758.	0.	17,758.

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

R R E A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,758.	0.	17,758.	0.	0.
TOTALS		17,758.	0.	17,758.	0.	0.
PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						
TOTAL TO FORM 8582, LINE 11						0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 8

NAME OF ACTIVITY	CURRENT YEAR		PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS	
	NET INCOME	NET LOSS		GAIN	LOSS
LIC HOLDINGS, INC.	17,746.	0.	0.	17,746.	0.
TOTALS	17,746.	0.	0.	17,746.	0.

SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORED BACKGROUND AND MICROPRINT BORDERS. THE REVERSE SIDE FEATURES ARTIFICIAL WATERMARKS.

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.

2781

83-843/870

10/3/07

PAY TO THE
ORDER OF

JACOB BERNSTEIN TRUST

\$ 17,073.86

SEVENTEEN THOUSAND, SEVENTY THREE AND 86/100

DOLLARS

MEMO:

DISTRIBUTION, LLC HOLDINGS

Jacob Bernstein
AUTHORIZED SIGNATURE

⑈002781⑈ ⑆067006432⑆2000034069950⑈

TRUST AGREEMENT
FOR THE
JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT
FOR THE
JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

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

ARTICLE 1
BENEFICIARY

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

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

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

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

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

**ARTICLE 5
PROVISIONS GOVERNING TRUSTEES**

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

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

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

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

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

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

approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

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

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

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

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

5.10 Successor Trustee. In the event the initial Trustee, Steven I. Greenwald, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

ARTICLE 6 PROTECTION OF INTERESTS

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

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

ARTICLE 7
FIDUCIARY POWERS

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

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

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

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

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

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate

any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

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

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

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

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

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

7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property

unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

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

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

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;

- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

**ARTICLE 8
SUBCHAPTER S STOCK**

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

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

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

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

(b) **Income Payments.** During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust

will terminate on the earlier of his or her death or the termination of the trust under its terms.

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

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

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9 PERPETUITIES PROVISION

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

ARTICLE 10 ADMINISTRATION AND CONSTRUCTION

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

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

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

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

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

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

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

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

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

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

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

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

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it

serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

(a) Trustees.

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

(b) Internal Revenue Code Terms.

- (1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
- (2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and

mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

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

(c) **Other Terms.**

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

dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

- (4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

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

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

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

11.4 Certifications.

(a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive

evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

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

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

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

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

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

Executed as of the date first written above.

Signed in the presence of:

Joseph M. Johnson
JM

Two witnesses as to Simon Bernstein

SETTLOR

[Signature]
Simon Bernstein

Signed in the presence of:

Joseph M. Johnson
JM

Two witnesses as to Traci Kratish

TRUSTEE

Traci Kratish, P.A.

[Signature] FOR TRACI KRATISH, P.A.
[Signature] AS PRESIDENT

Traci Kratish, ~~PA~~, President

INITIALS _____
JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Joshua Z. Bernstein
Irrevocable Trust
STBR10049

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Please visit our website @ www.stanfordtrustco.com

0026744 - 09/01/17

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

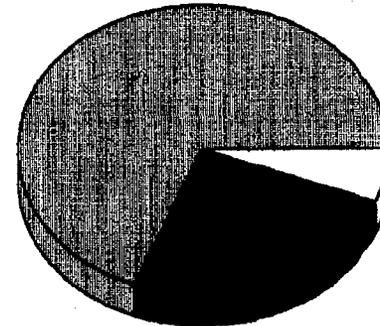
Account Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Market Value Reconciliation		
	<i>This Period</i>	<i>1/1/08 to 3/31/08</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,726.58	-\$6,726.58
Income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.74	\$12,098.74
Ending Market Value	\$125,864.01	\$125,864.01
Realized Gains/Losses (Included in Total Above)	-\$52.67	-\$52.67

Asset Allocation Summary		
	<i>Asset Class</i>	<i>Balance</i>
■	69% Equity	\$90,739.37
■	25% Fixed Income	\$32,811.35
□	6% Cash & Equivalents	\$8,490.33
100%	Total Assets Value	\$132,041.05
	Total Liabilities Value	-\$6,177.04
	Total Portfolio Value	\$125,864.01



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

005745-0800137

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X607	258.00	\$20.49	\$5,245.44	\$5,581.06	-\$335.62	\$0.00
			\$18,854.55	\$19,442.41	-\$787.86	\$64.67
<i>Equity International Developed</i>						
ING Global Real Estate Fd-A CUSIP: 44980R328	344.75	\$19.75	\$6,808.73	\$6,857.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
			\$16,439.33	\$16,669.66	-\$230.33	\$703.89
<i>Equity International Emerging</i>						
Wisdomtree Emg Mkts H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4,206.65	-\$195.72	\$37.58
			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
<i>Equity International Diverse</i>						
American Capital World G&I-F CUSIP: 140543406	161.88	\$40.81	\$6,622.31	\$6,868.94	-\$266.63	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5,820.07	-\$613.12	\$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	\$17.95	\$2,656.60	\$2,808.04	-\$152.44	\$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8.33	\$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

0025746-0000127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	\$11.06	\$6,779.07	\$8,858.75	-\$79.68	\$619.88
Total Fixed Income			\$32,811.35	\$35,007.58	-\$198.23	\$2,297.08
Total All Assets			\$132,041.05	\$130,786.46	-\$4,922.45	\$3,819.71
Liabilities						
Income Cash			-\$6,177.04			
Total Liabilities			-\$6,177.04	\$0.00	\$0.00	\$0.00
Total All Liabilities			-\$6,177.04	\$0.00	\$0.00	\$0.00
Portfolio Grand Total			\$125,864.01	\$130,786.46	-\$4,922.45	\$3,919.71

0025747 - 0000127

Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
1/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	\$0.00	\$13.61	\$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	\$0.00	\$64.52	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	\$0.00	\$211.92	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	\$0.00	\$77.28	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$4.64	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$1.75	\$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08	\$0.00	\$31.94	\$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret \$0.0821/Unit on 1,049.826 Units Due 3/25/08	\$0.00	\$86.19	\$0.00
		<u>\$0.00</u>	<u>\$491.85</u>	

0025748 - 0000137

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized GA</i>
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Josh Bernstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250.00	\$0.00
		\$0.00	-\$6,250.00	
Total Disbursements		-\$57.69	-\$6,668.89	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-\$13.61	\$0.00	\$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-\$64.52	\$0.00	\$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-\$120,000.00	\$0.00	\$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-\$137,151.99	\$0.00	\$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At \$13.34	-\$6,857.00	\$0.00	\$0.00

0057748 - 08001127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/26/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At \$11.19	-\$6,857.00	\$0.00	\$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At \$18.98	-\$2,809.04	\$0.00	\$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At \$59.30	-\$2,787.10	\$0.00	\$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At \$25.478	-\$1,426.66	\$0.00	\$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At \$50.9094	-\$2,800.02	\$0.00	\$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsi Semiconductor Index Trade Date 2/26/08 54 Units At \$52.6899	-\$2,845.25	\$0.00	\$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At \$22.8481	-\$2,810.32	\$0.00	\$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At \$12.8091	-\$2,728.34	\$0.00	\$0.00

02625750 - 09/03/17

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid \$1.08 Brokerage 27 Units At \$48.779983	-\$1,318.14	\$0.00	\$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-\$1,373.99	\$0.00	\$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ \$39.96 through Reinvestment of Cash Dividend Due 3/24/08	-\$31.94	\$0.00	\$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ \$14.06 through Reinvestment of Cash Dividend Due 3/25/08	-\$86.19	\$0.00	\$0.00
Total Purchases		-\$388,793.14	\$0.00	
Sales/Maturities				
Sales/Maturities				
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	\$137,151.99	\$0.00	\$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	\$85,030.00	\$0.00	\$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	\$43,427.17	\$0.00	\$0.00
3/14/08	Sold 361.2 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	\$361.20	\$0.00	\$0.00

0065751 - 0800127

Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0025758 - 0900127



0025752 - 0900127

TS000523



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	\$6,250.00	\$0.00	\$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	\$1,318.14	\$0.00	\$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid \$2.24 Brokerage Paid \$0.02 SEC Fee St Capital Loss of \$52.67- on Federal Cost Federal Tax Cost \$1,426.66 56 Units At \$24.575952	\$1,373.99	\$0.00	-\$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	\$115.38	\$0.00	\$0.00
Total Sales/Maturities		\$275,027.87	\$0.00	
3/31/08	Ending Balance	\$6,177.04	-\$6,177.04	

0025751 - 0900127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At \$86.4626	-\$5,620.07	\$0.00	\$0.00
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At \$21.801	-\$5,581.06	\$0.00	\$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At \$70.0904	-\$9,812.66	\$0.00	\$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtk H/Y Equity Trade Date 2/26/08 77 Units At \$54.6318	-\$4,206.65	\$0.00	\$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-\$77.28	\$0.00	\$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ \$6.69 through Reinvestment of Cash Dividend Due 3/3/08	-\$4.64	\$0.00	\$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ \$11.16 through Reinvestment of Cash Dividend Due 3/3/08	-\$1.75	\$0.00	\$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-\$211.92	\$0.00	\$0.00

0025750 - 0800127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<u>Date</u>	<u>Transaction Description</u>	<u>Principal Cash</u>	<u>Income Cash</u>	<u>Realized G/L</u>
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At \$42.57	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 526.825 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.825 Units At \$15.62	-\$8,229.00	\$0.00	\$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At \$19.89	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At \$26.70	-\$5,486.00	\$0.00	\$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At \$27.98	-\$10,972.00	\$0.00	\$0.00
2/28/08	Purchased 367.667 Units of T Rowe Price New Asia Trade Date 2/27/08 367.667 Units At \$18.65	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At \$14.37	-\$15,086.00	\$0.00	\$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At \$6.64	-\$10,972.00	\$0.00	\$0.00

0025749-08001127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
Additions				
2/5/08	Cash Receipt	\$120,000.00	\$0.00	\$0.00
	Addition to Account			
	Lic Holdings, Inc Check #1162 DTD 12/31/07			
		\$120,000.00	\$0.00	
Total Receipts		\$120,000.00	\$491.85	
Disbursements				
Fees				
3/25/08	Fee Collected	-\$57.69	\$0.00	\$0.00
	Based on A Market Value of \$124,782.31			
3/25/08	Fee Collected	\$0.00	-\$57.69	\$0.00
	Based on A Market Value of \$124,782.31			
		-\$57.69	-\$57.69	
Expenses				
3/14/08	Cash Disbursement	\$0.00	-\$361.20	\$0.00
	Paid to United States Treasury			
	Other Fees and Expenses			
	Paid for Josh Bernstein IRREV Trust			
	Penalty and Interest - 1041 for Period 12/31/06			
		\$0.00	-\$361.20	

02/25/08 - 09/03/07



Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

<i>Transaction Category</i>	<i>Principal Cash</i>	<i>Income Cash</i>
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$491.85
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$120,000.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$120,000.00	\$491.85
Disbursements		
Distributions	\$0.00	\$0.00
Fees	-\$57.89	-\$57.89
Expenses	\$0.00	-\$361.20
Taxes	\$0.00	-\$6,250.00
Total Disbursements	-\$57.89	-\$6,668.89
Purchases	-\$388,783.14	\$0.00
Sales/Maturities	\$275,027.87	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 3/31/08	\$6,177.04	-\$6,177.04

0025747-0800127



Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	\$16.66	\$6,125.33	\$6,857.00	-\$731.67	\$69.86
			\$39,770.57	\$42,803.87	-\$3,033.30	\$658.11
<i>Equity Mid Cap Value</i> Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	\$12.56	\$6,456.07	\$6,857.00	-\$400.93	\$131.07
			\$6,456.07	\$6,857.00	-\$400.93	\$131.07
Total Equity			\$90,739.37	\$95,465.59	-\$4,726.22	\$1,585.32
<i>Fixed Income</i> <i>Fixed Income Mutual Funds</i>						
Oppenheimer International Bond Fund CUSIP: 68360T103	1,653.10	\$6.76	\$11,174.98	\$10,976.64	\$198.34	\$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

0025746-0800127



Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Detail

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Cash & Equivalents						
Money Market Funds						
SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,313.29	\$1.00	\$2,313.29	\$2,313.29	\$0.00	\$27.30
			\$2,313.29	\$2,313.29	\$0.00	\$27.30
Cash						
Principal Cash			\$6,177.04			
			\$6,177.04	\$0.00	\$0.00	\$0.00
Total Cash & Equivalents			\$8,490.33	\$2,313.29	\$0.00	\$27.30
Equity						
Equity Small Cap Value Mutual Funds						
Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	\$26.32	\$5,407.92	\$5,486.00	-\$78.08	\$0.00
			\$5,407.92	\$5,486.00	-\$78.08	\$0.00
Other Domestic Equity						
Huesman Strategic Growth Fund CUSIP: 448108100	526.83	\$15.59	\$8,213.20	\$8,229.00	-\$15.80	\$48.47
iShares S&P Getl Semiconductor Index CUSIP: 484287523	54.00	\$49.58	\$2,676.24	\$2,845.25	-\$169.01	\$16.20
Market Vectors Agribusiness CUSIP: 57080U605	47.00	\$53.61	\$2,519.67	\$2,787.10	-\$267.43	\$0.00

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0026744-0800127

TS000531


STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page
Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Joshua Z. Bernstein
Irrevocable Trust
STBR10049

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Please visit our website @ www.stanfordtrustco.com

Josh Bernstein
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 33446

Account Summary

Statement of Value and Activity

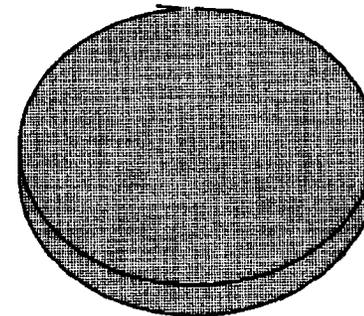
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/07 to 12/31/07</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
■	100% Cash & Equivalents	\$17,073.86
	100% Total Assets Value	\$17,073.86



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

<i>Transaction Category</i>	<i>Principal Cash</i>	<i>Income Cash</i>
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2782 DTD 10/3/07	\$17,073.86	\$0.00	\$0.00
	Total Receipts	\$17,073.86	\$0.00	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0.00	\$0.00
	Total Purchases	-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
<i>Cash & Equivalents</i>						
<i>Money Market Funds</i>						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total All Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

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EXTENSION GRANTED TO 10/15/2007

For calendar year **2006** or fiscal year beginning _____, 2006 and ending _____, 2006 and ending _____ OMB No. 1545-0092

A Type of entity:
 Decedent's estate
 Simple trust
 Complex trust
 Qualified disability trust
 ESBT (S portion only)
 Grantor type trust
 Bankruptcy estate-Ch. 7
 Bankruptcy estate-Ch. 11
 Pooled income fund

Name of estate or trust (if a grantor type trust, see page 12 of the instructions.)
JOSH BERNSTEIN IRREVOCABLE TRUST

Name and title of fiduciary
STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)
445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code
BATON ROUGE, LA 70802

C Employer identification number
20 7294156

D Date entity created
09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):
 Described in section 4947(a)(1)
 Not a private foundation
 Described in section 4947(a)(2)

B No. of Sch K-1 attached **0**

F Check applicable boxes:
 Initial return Final return Amended return
 Change in fiduciary Change in fiduciary's name Change in fiduciary's address

G Pooled mortgage account (see page 14 of the instructions):
 Bought Sold Date: _____

COPY

Income	1	Interest income	1	
	2 a	Total ordinary dividends	2a	
		b Qualified dividends allocable to: (1) Beneficiaries _____ (2) Estate or trust _____		
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3	
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4	
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5	
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6	
	7	Ordinary gain or (loss). Attach Form 4797	7	
	8	Other income. List type and amount _____	8	
9	Total income. Combine lines 1, 2a, and 3 through 8	9		
Deductions	10	Interest. Check if Form 4952 is attached <input type="checkbox"/>	10	
	11	Taxes	11	
	12	Fiduciary fees	12	
	13	Charitable deduction (from Schedule A, line 7)	13	
	14	Attorney, accountant, and return preparer fees	14	
	15 a	Other deductions not subject to the 2% floor (attach schedule)	15a	
		b Allowable miscellaneous itemized deductions subject to the 2% floor	15b	
	16	Add lines 10 through 15b	16	
	17	Adjusted total income or (loss). Subtract line 16 from line 9	17	
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18	
	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19	
20	Exemption	20	100.	
21	Add lines 18 through 20	21	100.	
Tax and Payments	22	Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22	<100.>
	23	Total tax (from Schedule G, line 7)	23	6,244.
	24 a	Payments: a 2006 estimated tax payments and amount applied from 2005 return	24a	
		b Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b	
		c Subtract line 24b from line 24a	24c	
		d Tax paid with Form 7004 (see page 20 of the instructions)	24d	
		e Federal income tax withheld. If any is from Form(s) 1099, check <input type="checkbox"/>	24e	
		f Credit for federal telephone excise tax paid. Attach Form 8913	24f	
		Other payments: g Form 2439 _____ ; h Form 4136 _____ ; Total	24i	
	25	Total payments. Add lines 24c through 24f, and 24i	25	
26	Estimated tax penalty (see page 20 of the instructions)	26		
27	Tax due. If line 25 is smaller than the total of lines 23 and 26, enter amount owed	27	6,244.	
28	Overpayment. If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28		
29	Amount of line 28 to be: a Credited to 2007 estimated tax _____ ; b Refunded _____	29		

Sign Here
 Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of fiduciary or officer representing fiduciary _____ Date _____ EIN of fiduciary if a financial institution _____

May the IRS discuss this return with the preparer shown below (see instr.)?
 Yes No

Paid
 Preparer's signature *[Signature]* Date **10/8/07** Check if self-employed Preparer's SSN or PTIN **P00127193**

Preparer's Use Only
 Firm's name (or yours if self-employed), address, and ZIP code **GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502** EIN **59 2147155** Phone no. **(561)994-5050**

Form **7004**

(Rev. December 2006)

Department of the Treasury
Internal Revenue Service

**Application for Automatic 6-Month Extension of Time To File
Certain Business Income Tax, Information, and Other Returns**

OMB No. 1545-0233

File a separate application for each return.

Type or Print <small>File by the due date for the return for which an extension is requested. See instructions.</small>	Name Josh Bernstein Irrevocable Trust	Identifying number 20-7294156
	<small>Number, street, and room or suite no. (if P.O. box, see instructions.)</small> c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E	
	<small>City, town, state, and ZIP code (if a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)).</small> Boca Raton, FL 33431	

Note. See instructions before completing this form.

- 1 Enter the form code for the return that this application is for (see below)..... **05**
- 2 If the foreign corporation does not have an office or place of business in the United States, check here.....
- 3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here.
- 4a The application is for calendar year 2006, or tax year beginning __, 20__, and ending __, 20__
- b Short tax year. If this tax year is less than 12 months, check the reason:
 Initial return Final return Change in accounting period Consolidated return to be filed
- 5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here.....
 If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6 Tentative total tax.....	6	0.00
7 Total payments and credits (see instructions).....	7	0.00
8 Balance due. Subtract line 7 from line 6. Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions).....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
		Form 1120-H	17
Form 706-GS(T)	02		
		Form 1120-ND	19
Form 1041 (estate)	04		
		Form 1120-PC	21
Form 1041-N	06		
		Form 1120-REIT	23
Form 1042	08		
		Form 1120-S	25
Form 1065-B	10		
		Form 3520-A	27
Form 1120	12		
		Form 8613	29
Form 1120-A	14		
		Form 8604	31
Form 1120-F	15		
		Form 8876	33

For Paperwork Reduction Act Notice, see instructions.

Form 7004 (Rev. 12-2006)

ISA
STF XDXP1000

Schedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.	
1 Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	1
2 Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)	2
3 Subtract line 2 from line 1	3
4 Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes	4
5 Add lines 3 and 4	5
6 Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)	6
7 Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13	7

Schedule B Income Distribution Deduction	
1 Adjusted total income (see page 22 of the instructions)	1
2 Adjusted tax-exempt interest	2
3 Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)	3
4 Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)	4
5 Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)	5
6 Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number	6
7 Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-	7
8 If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law	8 0.
9 Income required to be distributed currently	9
10 Other amounts paid, credited, or otherwise required to be distributed	10
11 Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions	11
12 Enter the amount of tax-exempt income included on line 11	12
13 Tentative income distribution deduction. Subtract line 12 from line 11	13
14 Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-	14
15 Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18	15

Schedule G Tax Computation (see page 23 of the instructions)	
1 Tax: a Tax on taxable income (see page 23 of the instructions)	1a 0.
b Tax on lump-sum distributions. Attach Form 4972	1b
c Alternative minimum tax (from Schedule I, line 56)	1c
d Total. Add lines 1a through 1c	1d 0.
2a Foreign tax credit. Attach Form 1116	2a
b Other nonbusiness credits (attach schedule)	2b
c General business credit. Enter here and check which forms are attached: <input type="checkbox"/> Form 3800 <input type="checkbox"/> Forms (specify) ▶	2c
d Credit for prior year minimum tax. Attach Form 8801	2d
3 Total credits. Add lines 2a through 2d	3
4 Subtract line 3 from line 1d. If zero or less, enter -0-	4 0.
5 Recapture taxes. Check if from: <input type="checkbox"/> Form 4255 <input type="checkbox"/> Form 8611	5
6 Household employment taxes. Attach Schedule H (Form 1040)	6
7 Total tax. Add lines 4 through 6. Enter here and on page 1, line 23	7 6,244.

Other Information	SEC. 641(C) :	6,244.	Yes	No
1 Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ \$				X
2 Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?				X
3 At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter the name of the foreign country ▶				X
4 During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions				X
5 Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment				X
6 If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions) ▶ <input type="checkbox"/>				
7 To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions) ▶ <input type="checkbox"/>				
8 If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here ▶ <input type="checkbox"/>				
9 Are any present or future trust beneficiaries skip persons? See page 25 of the instructions			X	

Name of Trust

Employer ID Number

JOSH BERNSTEIN IRREVOCABLE TRUST

20-7294156

Income

Interest	SEE STATEMENT 3	83.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,757.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,840.

Deductions

Interest		
Taxes		
Fiduciary Fees		
Charitable Deduction		
Attorney, Accountant, Return Preparation Fees		
Other Deductions - Not Subject to 2% Limit		
Other Deductions - Subject to 2% Limit		
Total Deductions		

Tax and Credits

Taxable Income		17,840.
Tax - 35%		6,244.
Net Long-Term Capital Gain and Qualified Dividends		
Tax		
Total Regular Tax		6,244.
Alternative Minimum Tax		
Total Tax		6,244.
Credits		
Recapture and Other Taxes		
Net Tax - to Form 1041, Schedule G, line 7		6,244.

S CORPORATION PORTION

Form 1041 (2006)

JOSH BERNSTEIN IRREVOCABLE TRUST

20-7294156 Page 3

Schedule I Alternative Minimum Tax (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)	1	17,840.
2	Interest	2	
3	Taxes	3	
4	Miscellaneous itemized deductions (from page 1, line 15b)	4	
5	Refund of taxes	5	()
6	Depletion (difference between regular tax and AMT)	6	
7	Net operating loss deduction. Enter as a positive amount	7	
8	Interest from specified private activity bonds exempt from the regular tax	8	
9	Qualified small business stock (see page 27 of the instructions)	9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)	10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	12	
13	Disposition of property (difference between AMT and regular tax gain or loss)	13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	14	
15	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 5	15	<13.>
16	Loss limitations (difference between AMT and regular tax income or loss)	16	
17	Circulation costs (difference between regular tax and AMT)	17	
18	Long-term contracts (difference between AMT and regular tax income)	18	
19	Mining costs (difference between regular tax and AMT)	19	
20	Research and experimental costs (difference between regular tax and AMT)	20	
21	Income from certain installment sales before January 1, 1987	21	()
22	Intangible drilling costs preference	22	
23	Other adjustments, including income-based related adjustments	23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)	24	()
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24	25	17,827.
Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26	0.
27	Estate tax deduction (from page 1, line 19)	27	
28	Add lines 26 and 27	28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.	29	17,827.

If line 29 is:

- \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over \$22,500, but less than \$165,000, go to line 45.
- \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	()
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	Income distribution deduction on a minimum tax basis. Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

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Form 1041 (2006)

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02-05-07

S CORPORATION PORTION

Part III - Alternative Minimum Tax

45	Exemption amount		45	\$22,500
46	Enter the amount from line 29	46		
47	Phase-out of exemption amount	47	\$75,000	
48	Subtract line 47 from line 46. If zero or less, enter -0-	48		
49	Multiply line 48 by 25% (.25)		49	
50	Subtract line 49 from line 45. If zero or less, enter -0-		50	
51	Subtract line 50 from line 46		51	17,827.
52	Go to Part IV of Schedule D to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as figured for the AMT, if necessary). Otherwise, if line 51 is - • \$175,000 or less, multiply line 51 by 26% (.26). • Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result		52	4,635.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)		53	
54	Tentative minimum tax. Subtract line 53 from line 52		54	4,635.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)		55	6,244.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c		56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51		57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the AMT, if necessary)	58		
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as figured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59		
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as figured for the AMT, if necessary)	60		
61	Enter the smaller of line 57 or line 60		61	
62	Subtract line 61 from line 57		62	
63	If line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract \$3,500 from the result		63	
64	Maximum amount subject to the 5% rate	64	\$2,050	
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65		
66	Subtract line 65 from line 64. If zero or less, enter -0-	66		
67	Enter the smaller of line 57 or line 58	67		
68	Enter the smaller of line 66 or line 67	68		
69	Multiply line 68 by 5% (.05)		69	
70	Subtract line 68 from line 67	70		
71	Multiply line 70 by 15% (.15)		71	
If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72.				
72	Subtract line 67 from line 61	72		
73	Multiply line 72 by 25% (.25)		73	
74	Add lines 63, 69, 71, and 73		74	
75	If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28) and subtract \$3,500 from the result		75	
76	Enter the smaller of line 74 or line 75 here and on line 52		76	

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,244.	6,244.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,336.	.0800	107	150.
DATE FILED	10/15/07		6,486.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,244.	6,244.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

ESBT	INTEREST	STATEMENT	3
DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST	
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	83.	
SUBTOTALS	0.	83.	
TOTAL INTEREST		83.	

ESBT	OTHER ORDINARY INCOME	STATEMENT	4
DESCRIPTION		AMOUNT	
FROM - LIC HOLDINGS, INC.		17,757.	
TOTAL TO ESBT WORKSHEET		17,757.	

ESBT SCHEDULE I	PASSIVE ACTIVITY LOSS	STATEMENT	5
	NET INCOME (LOSS)		
NAME OF ACTIVITY	FORM	AMT	REGULAR
LIC HOLDINGS, INC.	SCH E	17,744.	17,757.
TOTAL TO SCHEDULE I, LINE 15			<13.>

ESBT FORM 8582	OTHER PASSIVE ACTIVITIES - WORKSHEET 3	STATEMENT	6
	CURRENT YEAR	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS
NAME OF ACTIVITY	NET INCOME	NET LOSS	GAIN
LIC HOLDINGS, INC.	17,757.	0.	17,757.
TOTALS	17,757.	0.	17,757.

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

R R E A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,757.	0.	17,757.	0.	0.
TOTALS		17,757.	0.	17,757.	0.	0.
PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						
TOTAL TO FORM 8582, LINE 11						0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 8

NAME OF ACTIVITY	CURRENT YEAR		PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS	
	NET INCOME	NET LOSS		GAIN	LOSS
LIC HOLDINGS, INC.	17,744.	0.	0.	17,744.	0.
TOTALS	17,744.	0.	0.	17,744.	0.

SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORED BACKGROUND AND MICROPRINT BORDERS. THE REVERSE SIDE FEATURES ARTIFICIAL WATERMARKS.

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.

2782

63-643/670

10/3/07

PAY TO THE
ORDER OF

Joshua Bernstein Trust

17,073.86

SEVENTEEN THOUSAND, SEVENTY-THREE AND 86/100 —

DOLLARS

MEMO:

DISTRIBUTION, LLC HOLDINGS

Joshua Bernstein
AUTHORIZED SIGNATURE

⑈002782⑈ ⑆067006432⑆2000034069950⑈

TS000548

TRUST AGREEMENT
FOR THE
ALEXANDRA L. BERNSTEIN IRREVOCABLE
TRUST

September 7, 2006

TRUST AGREEMENT
FOR THE
ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Alexandra L. Bernstein Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

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

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

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

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (1/2) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

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

**ARTICLE 5
PROVISIONS GOVERNING TRUSTEES**

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

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

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

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

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

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written

approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

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

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

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

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

ARTICLE 6 PROTECTION OF INTERESTS

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

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

ARTICLE 7
FIDUCIARY POWERS

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

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

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

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

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

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate

any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

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

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

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

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

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

7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property

unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

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

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

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

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

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

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

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

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

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

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

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

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

7

INITIALS _____
ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

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

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

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

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

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

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

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

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;

- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

**ARTICLE 8
SUBCHAPTER S STOCK**

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

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

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

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

(b) **Income Payments.** During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust

will terminate on the earlier of his or her death or the termination of the trust under its terms.

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

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

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9 PERPETUITIES PROVISION

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

ARTICLE 10 ADMINISTRATION AND CONSTRUCTION

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

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

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

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

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

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

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

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

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

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

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

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

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it

serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

(a) Trustees.

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

(b) Internal Revenue Code Terms.

- (1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
- (2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and

mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

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

(c) **Other Terms.**

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

dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

- (4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

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

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

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

11.4 Certifications.

(a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive

evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

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

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

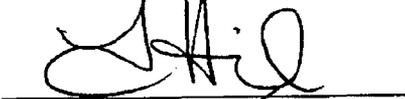
11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose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

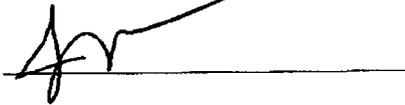
11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

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

Executed as of the date first written above.

Signed in the presence of:





Two witnesses as to Simon Bernstein

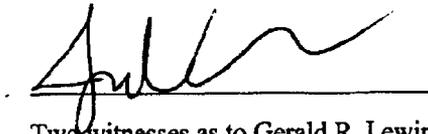
SETTLOR



Simon Bernstein

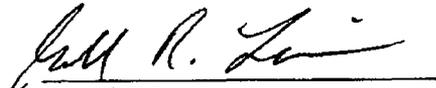
Signed in the presence of:





Two witnesses as to Gerald R. Lewin

TRUSTEE



Gerald R. Lewin

Jerry
Larry forgot Ally's trust
Please sign - I will
return this one and all
the others to you today
properly executed - I will
take care of witnesses. Ted

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Alexandra L.
Bernstein Irrevocable Trust
STBR10043

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

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TS000567



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

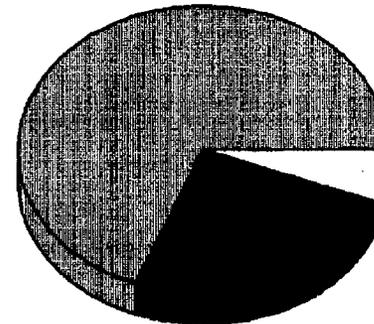
January 1, 2008 - March 31, 2008

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/08 to 3/31/08</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,727.72	-\$6,727.72
Income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.75	\$12,098.75
Ending Market Value	\$125,862.88	\$125,862.88
Realized Gains/Losses (Included in Total Above)	-\$52.67	-\$52.67

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
69%	Equity	\$90,739.38
25%	Fixed Income	\$32,811.35
6%	Cash & Equivalents	\$8,490.33
100%	Total Assets Value	\$132,041.06
	Total Liabilities Value	-\$6,178.18
	Total Portfolio Value	\$125,862.88



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

0025891 - 0900127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	\$20.49	\$5,245.44	\$5,581.06	-\$335.62	\$0.00
			\$18,654.54	\$19,442.41	-\$787.87	\$64.87
Equity International Developed						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$6,857.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
			\$16,439.33	\$16,669.66	-\$230.33	\$703.89
Equity International Emerging						
Wisdomtree Emrg Mkts HY Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4,208.65	-\$195.72	\$37.58
			\$4,010.93	\$4,208.65	-\$195.72	\$37.58
Equity International Diverse						
American Capital World G&I-F CUSIP: 140543406	161.89	\$40.91	\$6,622.31	\$6,898.94	-\$286.63	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5,620.07	-\$613.12	\$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	\$17.95	\$2,658.60	\$2,809.04	-\$152.44	\$56.09
iShares MSCI Singapore CUSIP: 464286873	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8.33	\$108.42
iShares MSCI United Kingdom CUSIP: 464286899	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

00215692 - 0900127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	\$11.06	\$6,779.07	\$8,858.75	-\$79.68	\$819.68
Total Fixed Income			\$32,811.35	\$35,007.58	-\$196.23	\$2,287.09
Total All Assets			\$132,041.06	\$130,785.32	-\$4,922.44	\$3,919.69
Liabilities						
Income Cash			-\$6,178.18			
Total Liabilities			-\$6,178.18	\$0.00	\$0.00	\$0.00
Total All Liabilities			-\$6,178.18	\$0.00	\$0.00	\$0.00
Portfolio Grand Total			\$125,862.88	\$130,785.32	-\$4,922.44	\$3,919.69

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Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category				
Date	Transaction Description	Principal Cash	Income Cash	Realized GL
1/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	\$0.00	\$13.61	\$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	\$0.00	\$64.52	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	\$0.00	\$211.92	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	\$0.00	\$77.28	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$4.64	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$1.75	\$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08	\$0.00	\$31.94	\$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret \$0.0821/Unit on 1,049.826 Units Due 3/25/08	\$0.00	\$86.19	\$0.00
		<hr/>	<hr/>	
		\$0.00	\$491.85	

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Alexandra Bernstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250.00	\$0.00
		\$0.00	-\$6,250.00	
Total Disbursements		-\$57.69	-\$6,670.03	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-\$13.61	\$0.00	\$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-\$64.52	\$0.00	\$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-\$120,000.00	\$0.00	\$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-\$137,151.99	\$0.00	\$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At \$13.34	-\$6,857.00	\$0.00	\$0.00

0025995 - 09/01/27

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At \$11.19	-\$6,857.00	\$0.00	\$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At \$18.98	-\$2,809.04	\$0.00	\$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At \$59.30	-\$2,787.10	\$0.00	\$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At \$25.476	-\$1,426.66	\$0.00	\$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At \$50.9094	-\$2,800.02	\$0.00	\$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At \$52.6899	-\$2,845.25	\$0.00	\$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At \$22.8481	-\$2,810.32	\$0.00	\$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At \$12.8091	-\$2,728.34	\$0.00	\$0.00

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized GL</i>
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid \$1.08 Brokerage 27 Units At \$48.779983	-\$1,318.14	\$0.00	\$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-\$1,373.99	\$0.00	\$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ \$39.96 through Reinvestment of Cash Dividend Due 3/24/08	-\$31.94	\$0.00	\$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ \$14.06 through Reinvestment of Cash Dividend Due 3/25/08	-\$86.19	\$0.00	\$0.00
Total Purchases		-\$388,793.14	\$0.00	
Sales/Maturities				
Sales/Maturities				
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	\$137,151.99	\$0.00	\$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	\$85,030.00	\$0.00	\$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	\$43,427.17	\$0.00	\$0.00
3/14/08	Sold 362.34 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	\$362.34	\$0.00	\$0.00

0025887 - 0800127

Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0025888 - 0900127



0025698 - 0900127

TS000576



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	\$6,250.00	\$0.00	\$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	\$1,318.14	\$0.00	\$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid \$2.24 Brokerage Paid \$0.02 SEC Fee St Capital Loss of \$52.67- on Federal Cost Federal Tax Cost \$1,426.66 56 Units At \$24.575952	\$1,373.99	\$0.00	-\$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	\$115.38	\$0.00	\$0.00
Total Sales/Maturities		\$275,029.01	\$0.00	
3/31/08	Ending Balance	\$6,178.18	-\$6,178.18	

0025697 - 0800127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At \$86.4626	-\$5,620.07	\$0.00	\$0.00
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At \$21.801	-\$5,581.06	\$0.00	\$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At \$70.0904	-\$9,812.66	\$0.00	\$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtk H/Y Equity Trade Date 2/26/08 77 Units At \$54.6318	-\$4,206.65	\$0.00	\$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-\$77.28	\$0.00	\$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ \$6.69 through Reinvestment of Cash Dividend Due 3/3/08	-\$4.64	\$0.00	\$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ \$11.16 through Reinvestment of Cash Dividend Due 3/3/08	-\$1.75	\$0.00	\$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-\$211.92	\$0.00	\$0.00

0025698 - 08/30/17



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At \$42.57	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 526.824 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.824 Units At \$15.62	-\$8,229.00	\$0.00	\$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At \$19.89	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At \$26.70	-\$5,486.00	\$0.00	\$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At \$27.98	-\$10,972.00	\$0.00	\$0.00
2/28/08	Purchased 367.668 Units of T Rowe Price New Asia Trade Date 2/27/08 367.668 Units At \$18.65	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At \$14.37	-\$15,086.00	\$0.00	\$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At \$6.64	-\$10,972.00	\$0.00	\$0.00

0025986 - 0800127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
	Additions			
2/5/08	Cash Receipt	\$120,000.00	\$0.00	\$0.00
	Addition to Account			
	Lic Holdings, Inc Check #1155 DTD 12/31/07			
		<u>\$120,000.00</u>	<u>\$0.00</u>	
Total Receipts		\$120,000.00	\$491.85	
	Disbursements			
	Fees			
3/25/08	Fee Collected	-\$57.69	\$0.00	\$0.00
	Based on A Market Value of \$124,781.17			
3/25/08	Fee Collected	\$0.00	-\$57.69	\$0.00
	Based on A Market Value of \$124,781.17			
		<u>-\$57.69</u>	<u>-\$57.69</u>	
	Expenses			
3/14/08	Cash Disbursement	\$0.00	-\$362.34	\$0.00
	Paid to United States Treasury			
	Other Fees and Expenses			
	Paid for Alexandra Bernstein IRREV Trust			
	Penalty and Interest - 1041 for Period 12/31/06			
		<u>\$0.00</u>	<u>-\$362.34</u>	

0025694 - 0800127



Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

<i>Transaction Category</i>	<i>Principal Cash</i>	<i>Income Cash</i>
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$491.85
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$120,000.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$120,000.00	\$491.85
Disbursements		
Distributions	\$0.00	\$0.00
Fees	-\$57.69	-\$57.69
Expenses	\$0.00	-\$362.34
Taxes	\$0.00	-\$6,250.00
Total Disbursements	-\$57.69	-\$6,670.03
Purchases	-\$388,793.14	\$0.00
Sales/Maturities	\$275,029.01	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 3/31/08	\$6,178.18	-\$6,178.18

00756893 - 0803127



Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	\$16.66	\$6,125.35	\$6,857.00	-\$731.65	\$69.86
			\$39,770.69	\$42,803.87	-\$3,033.28	\$658.11
<i>Equity Mid Cap Value</i>						
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	\$12.56	\$6,456.07	\$6,857.00	-\$400.93	\$131.07
			\$6,456.07	\$6,857.00	-\$400.93	\$131.07
Total Equity			\$90,739.98	\$95,465.59	-\$4,725.61	\$1,585.32
<i>Fixed Income</i>						
<i>Fixed Income Mutual Funds</i>						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	\$6.76	\$11,174.98	\$10,976.64	\$198.34	\$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

0025692 - 08/01/17



Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Detail

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Cash & Equivalents						
Money Market Funds						
SEI Daily Income TR Treas #38 CL A CUSIP: 783985726	2,312.15	\$1.00	\$2,312.15	\$2,312.15	\$0.00	\$27.28
			\$2,312.15	\$2,312.15	\$0.00	\$27.28
Cash						
Principal Cash			\$6,178.18			
			\$6,178.18	\$0.00	\$0.00	\$0.00
Total Cash & Equivalents			\$8,490.33	\$2,312.15	\$0.00	\$27.28
Equity						
Equity Small Cap Value Mutual Funds						
Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	\$26.32	\$5,407.92	\$5,486.00	-\$78.08	\$0.00
			\$5,407.92	\$5,486.00	-\$78.08	\$0.00
Other Domestic Equity						
Husman Strategic Growth Fund CUSIP: 448108100	526.82	\$15.59	\$8,213.19	\$8,228.00	-\$15.81	\$48.47
iShares S&P Gsci Semiconductor Index CUSIP: 484287523	54.00	\$49.56	\$2,676.24	\$2,845.25	-\$169.01	\$16.20
Market Vectors Agribusiness CUSIP: 57080U605	47.00	\$53.61	\$2,519.67	\$2,787.10	-\$267.43	\$0.00

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0026690 - 0900127

TS000584


STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Alexandra L.
Bernstein Irrevocable Trust
STBR10043

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<i>Transaction Detail</i>	<i>4</i>
<i>Pending Trades</i>	<i>5</i>

Please visit our website @ www.stanfordtrustco.com

Alexandra Bernstein
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 334446

Account Summary

Statement of Value and Activity

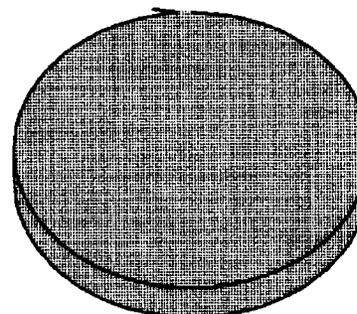
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/07 to 12/31/07</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
100%	Cash & Equivalents	\$17,073.86
100%	Total Assets Value	\$17,073.86



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

<i>Transaction Category</i>	<i>Principal Cash</i>	<i>Income Cash</i>
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2778 DTD 10/7/07	\$17,073.86	\$0.00	\$0.00
	Total Receipts	\$17,073.86	\$0.00	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0.00	\$0.00
	Total Purchases	-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
<i>Cash & Equivalents</i>						
<i>Money Market Funds</i>						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total All Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

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Form **1041** Department of the Treasury Internal Revenue Service For calendar year **2006** or fiscal year beginning **2006** and ending **2006** OMB No. 1545-0082

A Type of entity:
 Decedent's estate
 Simple trust
 Complex trust
 Qualified disability trust
 ESBT (S portion only)
 Grantor type trust
 Bankruptcy estate-Ch. 7
 Bankruptcy estate-Ch. 11
 Pooled income fund

Name of estate or trust (if a grantor type trust, see page 12 of the instructions.)
ALEXANDRA BERNSTEIN IRREVOCABLE TRUST

Name and title of fiduciary
STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)
445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code
BATON ROUGE, LA 70802

C Employer identification number
20 7294112

D Date entity created
09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):
 Described in section 4947(a)(1)
 Not a private foundation
 Described in section 4947(a)(2)

B No. of Sch K-1 attached **0**

F Check applicable boxes:
 Initial return Final return Amended return
 Change in fiduciary Change in fiduciary's name

G Pooled mortgage account (see page 14 of the instructions):
 Bought Sold Date:

Income	1	Interest income	1	
	2 a	Total ordinary dividends	2a	
	b	Qualified dividends allocable to: (1) Beneficiaries (2) Estate or trust		
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3	
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4	
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5	
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6	
	7	Ordinary gain or (loss). Attach Form 4797	7	
	8	Other income. List type and amount	8	
9	Total income. Combine lines 1, 2a, and 3 through 8	9		
Deductions	10	Interest. Check if Form 4952 is attached <input type="checkbox"/>	10	
	11	Taxes	11	
	12	Fiduciary fees	12	
	13	Charitable deduction (from Schedule A, line 7)	13	
	14	Attorney, accountant, and return preparer fees	14	
	15 a	Other deductions not subject to the 2% floor (attach schedule)	15a	
	b	Allowable miscellaneous itemized deductions subject to the 2% floor	15b	
	16	Add lines 10 through 15b	16	
	17	Adjusted total income or (loss). Subtract line 16 from line 9	17	
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18	
19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19		
20	Exemption	20	100.	
21	Add lines 18 through 20	21	100.	
Tax and Payments	22	Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22	<100.>
	23	Total tax (from Schedule G, line 7)	23	6,245.
	24 a	Payments: a 2006 estimated tax payments and amount applied from 2005 return	24a	
	b	Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b	
	c	Subtract line 24b from line 24a	24c	
	d	Tax paid with Form 7004 (see page 20 of the instructions)	24d	
	e	Federal income tax withheld. If any is from Form(s) 1099, check <input type="checkbox"/>	24e	
	f	Credit for federal telephone excise tax paid. Attach Form 8913	24f	
		Other payments: g Form 2439 ; h Form 4136 ; Total	24i	
	25	Total payments. Add lines 24c through 24f, and 24i	25	
26	Estimated tax penalty (see page 20 of the instructions)	26		
27	Tax due. If line 25 is smaller than the total of lines 23 and 26, enter amount owed	27	6,245.	
28	Overpayment. If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28		
29	Amount of line 28 to be: a Credited to 2007 estimated tax ; b Refunded	29		

Sign Here
 Signature of fiduciary or officer representing fiduciary _____ Date **10/8/07**
 EIN of fiduciary if a financial institution _____

May the IRS discuss this return with the preparer shown below (see instr.)?
 Yes No

Paid Preparer's Use Only
 Preparer's signature **JWA** Date **10/8/07** Check if self-employed
 Firm's name (or yours if self-employed), address, and ZIP code **GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502**
 Preparer's SSN or PTIN **P00127193** EIN **59 2147155** Phone no. **(561) 994-5050**

Form **7004**

(Rev. December 2006)

Department of the Treasury
Internal Revenue Service

**Application for Automatic 6-Month Extension of Time To File
Certain Business Income Tax, Information, and Other Returns**

OMB No. 1545-0238

File a separate application for each return.

Type or Print File by the due date for the return for which an extension is requested. See instructions.	Name Alexandra Bernstein Irrevocable Trust	Identifying number 20-7294112
	Number, street, and room or suite no. (If P.O. box, see instructions.) c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E	
	City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)). Boca Raton, FL 33431	

Note. See instructions before completing this form.

- 1 Enter the form code for the return that this application is for (see below)..... **05**
- 2 If the foreign corporation does not have an office or place of business in the United States, check here.....
- 3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here.
- 4a The application is for calendar year 2006, or tax year beginning __, 20__, and ending __, 20__
 - b Short tax year. If this tax year is less than 12 months, check the reason:
 Initial return Final return Change in accounting period Consolidated return to be filed
- 5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here.....
 If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6 Tentative total tax.....	6	0.00
7 Total payments and credits (see instructions).....	7	0.00
8 Balance due. Subtract line 7 from line 6. Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions).....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
		Form 1120-H	17
Form 706-GS(T)	02		
		Form 1120-ND	19
Form 1041 (estate)	04		
		Form 1120-PC	21
Form 1041-N	06		
		Form 1120-REIT	23
Form 1042	08		
		Form 1120-S	25
Form 1065-B	10		
		Form 3520-A	27
Form 1120	12		
		Form 8813	29
Form 1120-A	14		
		Form 8804	31
Form 1120-F	15		
		Form 8876	33

For Paperwork Reduction Act Notice, see instructions.

Form 7004 (Rev. 12-2006)

ISA
STF XDXP1000

Schedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.

1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	1	
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)	2	
3	Subtract line 2 from line 1	3	
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes	4	
5	Add lines 3 and 4	5	
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)	6	
7	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13	7	

Schedule B Income Distribution Deduction

1	Adjusted total income (see page 22 of the instructions)	1	
2	Adjusted tax-exempt interest	2	
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)	3	
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)	4	
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)	5	
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number	6	
7	Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-	7	
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law	8	0.
9	Income required to be distributed currently	9	
10	Other amounts paid, credited, or otherwise required to be distributed	10	
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions	11	
12	Enter the amount of tax-exempt income included on line 11	12	
13	Tentative income distribution deduction. Subtract line 12 from line 11	13	
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-	14	
15	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18	15	

Schedule G Tax Computation (see page 23 of the instructions)

1	Tax: a Tax on taxable income (see page 23 of the instructions)	1a	0.
	b Tax on lump-sum distributions. Attach Form 4972	1b	
	c Alternative minimum tax (from Schedule I, line 56)	1c	
	d Total. Add lines 1a through 1c	1d	0.
2a	Foreign tax credit. Attach Form 1116	2a	
b	Other nonbusiness credits (attach schedule)	2b	
c	General business credit. Enter here and check which forms are attached: <input type="checkbox"/> Form 3800 <input type="checkbox"/> Forms (specify) ▶	2c	
d	Credit for prior year minimum tax. Attach Form 8801	2d	
3	Total credits. Add lines 2a through 2d	3	
4	Subtract line 3 from line 1d. If zero or less, enter -0-	4	0.
5	Recapture taxes. Check if from: <input type="checkbox"/> Form 4255 <input type="checkbox"/> Form 8611	5	
6	Household employment taxes. Attach Schedule H (Form 1040)	6	
7	Total tax. Add lines 4 through 6. Enter here and on page 1, line 23	7	6,245.

Other Information SEC. 641(C): 6,245.

	Yes	No
1		X
2		X
3		X
4		X
5		X
6		
7		
8		
9	X	

Name of Trust

Employer ID Number

ALEXANDRA BERNSTEIN IRREVOCABLE TRUST

20-7294112

Income

Interest	SEE STATEMENT 3	84.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,758.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,842.

Deductions

Interest		
Taxes		
Fiduciary Fees		
Charitable Deduction		
Attorney, Accountant, Return Preparation Fees		
Other Deductions - Not Subject to 2% Limit		
Other Deductions - Subject to 2% Limit		
Total Deductions		

Tax and Credits

Taxable Income		17,842.
Tax - 35%		6,245.
Net Long-Term Capital Gain and Qualified Dividends		
Tax		
Total Regular Tax		6,245.
Alternative Minimum Tax		
Total Tax		6,245.
Credits		
Recapture and Other Taxes		
Net Tax - to Form 1041, Schedule G, line 7		6,245.

S CORPORATION PORTION

Form 1041 (2006)

ALEXANDRA BERNSTEIN IRREVOCABLE TRUST

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Schedule I Alternative Minimum Tax (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)	1	17,842.
2	Interest	2	
3	Taxes	3	
4	Miscellaneous itemized deductions (from page 1, line 15b)	4	
5	Refund of taxes	5	()
6	Depletion (difference between regular tax and AMT)	6	
7	Net operating loss deduction. Enter as a positive amount	7	
8	Interest from specified private activity bonds exempt from the regular tax	8	
9	Qualified small business stock (see page 27 of the instructions)	9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)	10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	12	
13	Disposition of property (difference between AMT and regular tax gain or loss)	13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	14	
15	Passive activities (difference between AMT and regular tax income or loss)	15	SEE STATEMENT 5 <13.>
16	Loss limitations (difference between AMT and regular tax income or loss)	16	
17	Circulation costs (difference between regular tax and AMT)	17	
18	Long-term contracts (difference between AMT and regular tax income)	18	
19	Mining costs (difference between regular tax and AMT)	19	
20	Research and experimental costs (difference between regular tax and AMT)	20	
21	Income from certain installment sales before January 1, 1987	21	()
22	Intangible drilling costs preference	22	
23	Other adjustments, including income-based related adjustments	23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)	24	()
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24	25	17,829.
Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26	0.
27	Estate tax deduction (from page 1, line 19)	27	
28	Add lines 26 and 27	28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.	29	17,829.

If line 29 is:

- \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over \$22,500, but less than \$165,000, go to line 45.
- \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	()
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	Income distribution deduction on a minimum tax basis. Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

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Form 1041 (2006)

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S CORPORATION PORTION

Form 1041 (2006) **ALEXANDRA BERNSTEIN IRREVOCABLE TRUST**

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Part III - Alternative Minimum Tax

45	Exemption amount		45	\$22,500
46	Enter the amount from line 29	46		
47	Phase-out of exemption amount	47	\$75,000	
48	Subtract line 47 from line 46. If zero or less, enter -0-	48		
49	Multiply line 48 by 25% (.25)		49	
50	Subtract line 49 from line 45. If zero or less, enter -0-		50	
51	Subtract line 50 from line 46		51	17,829.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as figured for the AMT, if necessary). Otherwise, if line 51 is - • \$175,000 or less, multiply line 51 by 26% (.26). • Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result		52	4,636.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)		53	
54	Tentative minimum tax. Subtract line 53 from line 52		54	4,636.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)		55	6,245.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c		56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

61	Enter the amount from line 51		61	
62	Subtract line 61 from line 57		62	
63	If line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract \$3,500 from the result		63	
64	Maximum amount subject to the 5% rate	64	\$2,050	
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65		
66	Subtract line 65 from line 64. If zero or less, enter -0-	66		
67	Enter the smaller of line 57 or line 58	67		
68	Enter the smaller of line 66 or line 67	68		
69	Multiply line 68 by 5% (.05)		69	
70	Subtract line 68 from line 67	70		
71	Multiply line 70 by 15% (.15)		71	
72	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72. Subtract line 67 from line 61	72		
73	Multiply line 72 by 25% (.25)		73	
74	Add lines 63, 69, 71, and 73		74	
75	If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28) and subtract \$3,500 from the result		75	
76	Enter the smaller of line 74 or line 75 here and on line 52		76	

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Form 1041 (2006)

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,245.	6,245.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,337.	.0800	107	150.
DATE FILED	10/15/07		6,487.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,245.	6,245.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

ESBT	INTEREST	STATEMENT	3
<u>DESCRIPTION</u>	<u>U.S. INTEREST</u>	<u>OTHER TAXABLE INTEREST</u>	
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	84.	
SUBTOTALS	0.	84.	
TOTAL INTEREST		84.	

ESBT	OTHER ORDINARY INCOME	STATEMENT	4
<u>DESCRIPTION</u>		<u>AMOUNT</u>	
FROM - LIC HOLDINGS, INC.		17,758.	
TOTAL TO ESBT WORKSHEET		17,758.	

ESBT SCHEDULE I	PASSIVE ACTIVITY LOSS	STATEMENT	5
	<u>NET INCOME (LOSS)</u>		
<u>NAME OF ACTIVITY</u>	<u>FORM</u>	<u>AMT</u>	<u>REGULAR</u>
LIC HOLDINGS, INC.	SCH E	17,745.	17,758.
TOTAL TO SCHEDULE I, LINE 15			<13.>

ESBT FORM 8582	OTHER PASSIVE ACTIVITIES - WORKSHEET 3	STATEMENT	6
	<u>CURRENT YEAR</u>	<u>PRIOR YEAR UNALLOWED LOSS</u>	<u>OVERALL GAIN OR LOSS</u>
<u>NAME OF ACTIVITY</u>	<u>NET INCOME</u>	<u>NET LOSS</u>	<u>GAIN</u>
LIC HOLDINGS, INC.	17,758.	0.	17,758.
TOTALS	17,758.	0.	17,758.

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

R R E A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,758.	0.	17,758.	0.	0.
TOTALS		17,758.	0.	17,758.	0.	0.
PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						
TOTAL TO FORM 8582, LINE 11						0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 8
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR		PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS	
	NET INCOME	NET LOSS		GAIN	LOSS
LIC HOLDINGS, INC.	17,745.	0.	0.	17,745.	0.
TOTALS	17,745.	0.	0.	17,745.	0.

SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORED BACKGROUND AND MICROPRINT BORDERS - THE REVERSE SIDE FEATURES AN ANTI-COUNTERFEIT WATERMARK

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.

2778

63-643/670

10/7/07

PAY TO THE
ORDER OF

Alexandra Bernstein Trust

\$ 17,073.86

SEVENTEEN THOUSAND, SEVENTY THREE AND 86/100

DOLLARS

MEMO

DISTRIBUTION, LLC HOLDINGS

Alex Bernstein
AUTHORIZED SIGNATURE

⑆002778⑆ ⑆067006432⑆ 2000034069950⑆

TRUST AGREEMENT
FOR THE
CARLY ESTHER FRIEDSTEIN IRREVOCABLE
TRUST

September 7, 2006

TRUST AGREEMENT
FOR THE
CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Carly Esther Friedstein Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, CARLY ESTHER FRIEDSTEIN ("Beneficiary")

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

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

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

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

ARTICLE 5
PROVISIONS GOVERNING TRUSTEES

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

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

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

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

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

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

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

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

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

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

5.10 Successor Trustee. In the event the initial Trustee, Gerald R. Lewin, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

**ARTICLE 6
PROTECTION OF INTERESTS**

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

**ARTICLE 7
FIDUCIARY POWERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 SUBCHAPTER S STOCK

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

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

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

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

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

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

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

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

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

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

**ARTICLE 9
PERPETUITIES PROVISION**

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

**ARTICLE 10
ADMINISTRATION AND CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 MISCELLANEOUS PROVISIONS

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

(a) **Trustees.**

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INITIALS _____
CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST

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

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

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

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

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

(c) **Other Terms.**

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

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

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

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

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

11.4 Certifications.

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

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

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

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

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

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

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

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Carly Esther
Friedstein Irrevocable Trust
STBR10044

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

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TS000620



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

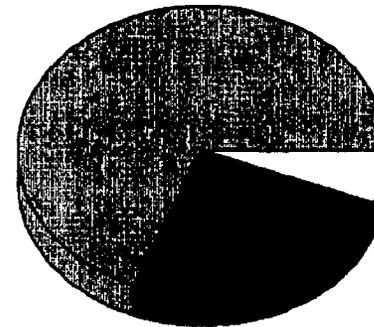
January 1, 2008 - March 31, 2008

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/08 to 3/31/08</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,726.58	-\$6,726.58
Income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.74	\$12,098.74
Ending Market Value	\$125,864.01	\$125,864.01
Realized Gains/Losses (Included in Total Above)	-\$52.67	-\$52.67

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
69%	Equity	\$90,739.37
25%	Fixed Income	\$32,811.35
6%	Cash & Equivalents	\$8,490.33
100%	Total Assets Value	\$132,041.05
	Total Liabilities Value	-\$6,177.04
	Total Portfolio Value	\$125,864.01



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935XB07	256.00	\$20.49	\$5,245.44	\$5,581.06	-\$335.62	\$0.00
			\$18,654.55	\$19,442.41	-\$787.86	\$64.67
<i>Equity International Developed</i>						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$6,657.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
			\$16,439.33	\$16,669.66	-\$230.33	\$703.89
<i>Equity International Emerging</i>						
Wisdomtree Emg Mkts H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4,206.65	-\$195.72	\$37.58
			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
<i>Equity International Diverse</i>						
American Capital World G&I-F CUSIP: 140543406	161.88	\$40.91	\$6,622.31	\$6,888.94	-\$266.63	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5,620.07	-\$613.12	\$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	\$17.95	\$2,656.60	\$2,809.04	-\$152.44	\$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8.33	\$108.42
iShares MSCI United Kingdom CUSIP: 464286699	129.00	\$21.56	\$2,851.88	\$2,810.32	-\$158.44	\$103.81

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Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	\$11.06	\$6,779.07	\$6,858.75	-\$79.68	\$619.68
Total Fixed Income			\$62,811.35	\$33,007.58	-\$195.23	\$2,297.09
Total All Assets			\$132,041.05	\$130,786.46	-\$4,922.45	\$3,919.71
<i>Liabilities</i>						
Income Cash			-\$6,177.04			
Total Liabilities			-\$6,177.04	\$0.00	\$0.00	\$0.00
Total All Liabilities			-\$6,177.04	\$0.00	\$0.00	\$0.00
Portfolio Grand Total			\$125,864.01	\$130,786.46	-\$4,922.45	\$3,919.71

0025702 - 09/01/27

Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category				
Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
1/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	\$0.00	\$13.61	\$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	\$0.00	\$64.52	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	\$0.00	\$211.92	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	\$0.00	\$77.28	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$4.64	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$1.75	\$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08	\$0.00	\$31.94	\$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret \$0.0821/Unit on 1,049.826 Units Due 3/25/08	\$0.00	\$86.19	\$0.00
		\$0.00	\$491.85	

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TS000624

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Carly Friedstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250.00	\$0.00
		\$0.00	-\$6,250.00	
Total Disbursements		-\$57.69	-\$6,668.89	
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-\$13.61	\$0.00	\$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-\$64.52	\$0.00	\$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-\$120,000.00	\$0.00	\$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-\$137,151.99	\$0.00	\$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At \$13.34	-\$6,857.00	\$0.00	\$0.00

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At \$11.19	-\$6,857.00	\$0.00	\$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At \$18.98	-\$2,809.04	\$0.00	\$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At \$59.30	-\$2,787.10	\$0.00	\$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At \$25.478	-\$1,426.66	\$0.00	\$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At \$50.9094	-\$2,800.02	\$0.00	\$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At \$52.6899	-\$2,845.25	\$0.00	\$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At \$22.8481	-\$2,810.32	\$0.00	\$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At \$12.8091	-\$2,728.34	\$0.00	\$0.00

0025705-0800127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid \$1.08 Brokerage 27 Units At \$48.779983	-\$1,318.14	\$0.00	\$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-\$1,373.99	\$0.00	\$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ \$39.96 through Reinvestment of Cash Dividend Due 3/24/08	-\$31.94	\$0.00	\$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ \$14.06 through Reinvestment of Cash Dividend Due 3/25/08	-\$86.19	\$0.00	\$0.00
Total Purchases		-\$388,793.14	\$0.00	

Sales/Maturities

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	\$137,151.99	\$0.00	\$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	\$85,030.00	\$0.00	\$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	\$43,427.17	\$0.00	\$0.00
3/14/08	Sold 361.2 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	\$361.20	\$0.00	\$0.00

0025705 - 09/01/17

Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0025707-0900127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	\$6,250.00	\$0.00	\$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	\$1,318.14	\$0.00	\$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid \$2.24 Brokerage Paid \$0.02 SEC Fee St Capital Loss of \$52.67- on Federal Cost Federal Tax Cost \$1,426.66 56 Units At \$24.575952	\$1,373.99	\$0.00	-\$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	\$115.38	\$0.00	\$0.00
Total Sales/Maturities		\$275,027.87	\$0.00	
3/31/08	Ending Balance	\$6,177.04	-\$6,177.04	

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At \$86.4626	-\$5,620.07	\$0.00	\$0.00
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At \$21.801	-\$5,581.06	\$0.00	\$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At \$70.0904	-\$9,812.66	\$0.00	\$0.00
2/29/08	Purchased 77 Units of Wiedomtree Emg Mtk H/Y Equity Trade Date 2/26/08 77 Units At \$54.6318	-\$4,206.65	\$0.00	\$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-\$77.28	\$0.00	\$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ \$6.69 through Reinvestment of Cash Dividend Due 3/3/08	-\$4.64	\$0.00	\$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ \$11.16 through Reinvestment of Cash Dividend Due 3/3/08	-\$1.75	\$0.00	\$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-\$211.92	\$0.00	\$0.00

0025705-0800127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At \$42.57	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 526.825 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.825 Units At \$15.62	-\$8,229.00	\$0.00	\$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At \$19.89	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At \$26.70	-\$5,486.00	\$0.00	\$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At \$27.98	-\$10,972.00	\$0.00	\$0.00
2/28/08	Purchased 367.667 Units of T Rowe Price New Asia Trade Date 2/27/08 367.667 Units At \$18.65	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At \$14.37	-\$15,086.00	\$0.00	\$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At \$6.64	-\$10,972.00	\$0.00	\$0.00

0025704 - 0800117



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized GL</i>
Additions				
2/5/08	Cash Receipt Addition to Account Lic Holdings, Inc Check #1158 DTD 12/31/07	\$120,000.00	\$0.00	\$0.00
		\$120,000.00	\$0.00	
Total Receipts		\$120,000.00	\$491.85	
Disbursements				
Fees				
3/25/08	Fee Collected Based on A Market Value of \$124,782.31	-\$57.69	\$0.00	\$0.00
3/25/08	Fee Collected Based on A Market Value of \$124,782.31	\$0.00	-\$57.69	\$0.00
		-\$57.69	-\$57.69	
Expenses				
3/14/08	Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Carly Friedstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	\$0.00	-\$361.20	\$0.00
		\$0.00	-\$361.20	

025708 - 0900127



Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

<i>Transaction Category</i>	<i>Principal Cash</i>	<i>Income Cash</i>
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$491.85
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$120,000.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$120,000.00	\$491.85
Disbursements		
Distributions	\$0.00	\$0.00
Fees	-\$57.69	-\$57.69
Expenses	\$0.00	-\$361.20
Taxes	\$0.00	-\$6,250.00
Total Disbursements	-\$57.69	-\$6,668.89
Purchases	-\$388,793.14	\$0.00
Sales/Maturities	\$275,027.87	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 3/31/08	\$6,177.04	-\$6,177.04

002570Z - 0900127



Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Kinetics Paradigm Fund-No LD CUSIP: 494613807	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 67080U506	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	\$16.66	\$6,125.33	\$6,857.00	-\$731.67	\$69.86
			\$39,770.57	\$42,803.87	-\$3,033.30	\$658.11
<i>Equity Mid Cap Value</i> Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	\$12.56	\$6,456.07	\$6,867.00	-\$400.93	\$131.07
			\$6,456.07	\$6,867.00	-\$400.93	\$131.07
Total Equity			\$90,739.37	\$96,465.59	-\$4,726.22	\$1,595.92
<i>Fixed Income</i> <i>Fixed Income Mutual Funds</i>						
Oppenheimer International Bond Fund CUSIP: 68380T103	1,653.10	\$6.76	\$11,174.98	\$10,976.64	\$198.34	\$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

0025701 - 09/03/127



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0025699 - 0800127

TS000635


STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Carly Esther
Friedstein Irrevocable Trust
STBR10044

Table of Contents

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Please visit our website @ www.stanfordtrustco.com

Carly Friedstein
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 33446

Account Summary

Statement of Value and Activity

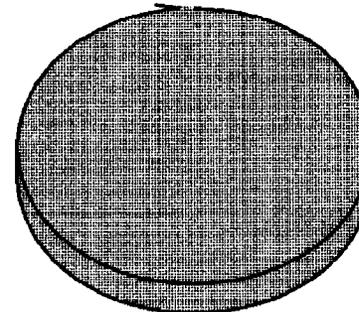
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/07 to 12/31/07</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
100%	Cash & Equivalents	\$17,073.86
100%	Total Assets Value	\$17,073.86



Investment Objective: Growth - Seeks to provide long-term capital appreciation with current income as a secondary consideration

Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

<i>Transaction Category</i>	<i>Principal Cash</i>	<i>Income Cash</i>
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
10/1/07	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2784 DTD 10/3/07	\$17,073.86	\$0.00	\$0.00
Total Receipts		\$17,073.86	\$0.00	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0.00	\$0.00
Total Purchases		-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Cash & Equivalents						
Money Market Funds						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total All Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

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For calendar year 2006 or fiscal year beginning

2006 and ending

OMB No. 1545-0092

- A** Type of entity:
- Decedent's estate
 - Simple trust
 - Complex trust
 - Qualified disability trust
 - ESBT (S portion only)
 - Grantor type trust
 - Bankruptcy estate-Ch. 7
 - Bankruptcy estate-Ch. 11
 - Pooled income fund

Name of estate or trust (If a grantor type trust, see page 12 of the instructions.)
CARLY FRIEDSTEIN IRREVOCABLE TRUST

Name and title of fiduciary
STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)
445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code
BATON ROUGE, LA 70802

C Employer identification number
207294216

D Date entity created
09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):

- Described in section 4947(a)(1)
- Not a private foundation
- Described in section 4947(e)(2)

B No. of Sch K-1 attached **0**

F Check applicable boxes:

- Initial return
- Final return
- Amended return
- Change in fiduciary
- Change in fiduciary's name
- Change in fiduciary's address

Change in trust's name

Change in fiduciary's address

G Pooled mortgage account (see page 14 of the instructions): Bought Sold Date:

Income	1	Interest income	1
	2 a	Total ordinary dividends	2a
	b	Qualified dividends allocable to: (1) Beneficiaries (2) Estate or trust	
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6
	7	Ordinary gain or (loss). Attach Form 4797	7
	8	Other income. List type and amount	8
9	Total income. Combine lines 1, 2a, and 3 through 8	9	

Deductions	10	Interest. Check if Form 4952 is attached <input type="checkbox"/>	10
	11	Taxes	11
	12	Fiduciary fees	12
	13	Charitable deduction (from Schedule A, line 7)	13
	14	Attorney, accountant, and return preparer fees	14
	15 a	Other deductions not subject to the 2% floor (attach schedule)	15a
	b	Allowable miscellaneous itemized deductions subject to the 2% floor	15b
	16	Add lines 10 through 15b	16
	17	Adjusted total income or (loss). Subtract line 16 from line 9	17
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18
	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19
20	Exemption	20	
21	Add lines 18 through 20	21	

Tax and Payments	22	Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22	<100.>
	23	Total tax (from Schedule G, line 7)	23	6,244.
	24 a	Payments: a 2006 estimated tax payments and amount applied from 2005 return	24a	
	b	Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b	
	c	Subtract line 24b from line 24a	24c	
	d	Tax paid with Form 7004 (see page 20 of the instructions)	24d	
	e	Federal income tax withheld. If any is from Form(s) 1099, check <input type="checkbox"/>	24e	
	f	Credit for federal telephone excise tax paid. Attach Form 8913	24f	
	g	Other payments: g Form 2439 ; h Form 4136 ; Total	24i	
	25	Total payments. Add lines 24c through 24f, and 24i	25	
26	Estimated tax penalty (see page 20 of the instructions)	26		
27	Tax due. If line 25 is smaller than the total of lines 23 and 26, enter amount owed	27	** 6,244.	
28	Overpayment. If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28		
29	Amount of line 28 to be: a Credited to 2007 estimated tax ; b Refunded	29		

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of fiduciary or officer representing fiduciary _____ Date _____ EIN of fiduciary if a financial institution _____

May the IRS discuss this return with the preparer shown below (see instr.)? Yes No

Paid Preparer's signature *[Signature]* Date **10/8/07** Check if self-employed Preparer's SSN or PTIN **P00127193**

Preparer's Use Only Firm's name (or yours if self-employed), address, and ZIP code **GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502** EIN **59 2147155** Phone no. **(561) 994-5050**

Form **7004**

(Rev. December 2008)

Department of the Treasury
Internal Revenue Service

Application for Automatic 6-Month Extension of Time To File Certain Business Income Tax, Information, and Other Returns

OMB No. 1545-0238

File a separate application for each return.

Type or Print File by the due date for the return for which an extension is requested. See instructions.	Name Carly Friedstein Irrevocable Trust	Identifying number 20-7294216
	Number, street, and room or suite no. (if P.O. box, see instructions.) c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E	
	City, town, state, and ZIP code (if a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)). Boca Raton, FL 33431	

Note. See instructions before completing this form.

- 1 Enter the form code for the return that this application is for (see below)..... **05**
- 2 If the foreign corporation does not have an office or place of business in the United States, check here.....
- 3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here.
- 4a The application is for calendar year 2006, or tax year beginning , 20 and ending , 20
- b Short tax year. If this tax year is less than 12 months, check the reason:
 Initial return Final return Change in accounting period Consolidated return to be filed
- 5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here.....
 If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6 Tentative total tax.....	6	0.00
7 Total payments and credits (see instructions).....	7	0.00
8 Balance due. Subtract line 7 from line 6. Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions).....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
		Form 1120-H	17
Form 706-GS(T)	02		
		Form 1120-ND	19
Form 1041 (estate)	04		
		Form 1120-PC	21
Form 1041-N	06		
		Form 1120-REIT	23
Form 1042	08		
		Form 1120-S	25
Form 1065-B	10		
		Form 3520-A	27
Form 1120	12		
		Form 8613	29
Form 1120-A	14		
		Form 8804	31
Form 1120-F	15		
		Form 8878	33

For Paperwork Reduction Act Notice, see instructions.

Form 7004 (Rev. 12-2008)

ISA
STP XDXP 1000

Schedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.	
1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)
3	Subtract line 2 from line 1
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes
5	Add lines 3 and 4
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)
7	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13

Schedule B Income Distribution Deduction	
1	Adjusted total income (see page 22 of the instructions)
2	Adjusted tax-exempt interest
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number
7	Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law
9	Income required to be distributed currently
10	Other amounts paid, credited, or otherwise required to be distributed
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions
12	Enter the amount of tax-exempt income included on line 11
13	Tentative income distribution deduction. Subtract line 12 from line 11
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-
15	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18

Schedule G Tax Computation (see page 23 of the instructions)	
1	Tax: a Tax on taxable income (see page 23 of the instructions)
	b Tax on lump-sum distributions. Attach Form 4972
	c Alternative minimum tax (from Schedule I, line 56)
	d Total. Add lines 1a through 1c
2a	Foreign tax credit. Attach Form 1116
b	Other nonbusiness credits (attach schedule)
c	General business credit. Enter here and check which forms are attached: <input type="checkbox"/> Form 3800 <input type="checkbox"/> Forms (specify) ▶
d	Credit for prior year minimum tax. Attach Form 8801
3	Total credits. Add lines 2a through 2d
4	Subtract line 3 from line 1d. If zero or less, enter -0-
5	Recapture taxes. Check if from: <input type="checkbox"/> Form 4255 <input type="checkbox"/> Form 8611
6	Household employment taxes. Attach Schedule H (Form 1040)
7	Total tax. Add lines 4 through 6. Enter here and on page 1, line 23

Other Information		SEC. 641(C):		Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ \$	6,244.			X
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?				X
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter the name of the foreign country ▶				X
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions				X
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment				X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions) ▶ <input type="checkbox"/>				
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions) ▶ <input type="checkbox"/>				
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here ▶ <input type="checkbox"/>				
9	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions			X	

Name of Trust

Employer ID Number

CARLY FRIEDSTEIN IRREVOCABLE TRUST

20-7294216

Income

Interest	SEE STATEMENT 3	84.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,757.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,841.

Deductions

Interest		
Taxes		
Fiduciary Fees		
Charitable Deduction		
Attorney, Accountant, Return Preparation Fees		
Other Deductions - Not Subject to 2% Limit		
Other Deductions - Subject to 2% Limit		
Total Deductions		

Tax and Credits

Taxable Income		17,841.
Tax - 35%		6,244.
Net Long-Term Capital Gain and Qualified Dividends		
Tax		
Total Regular Tax		6,244.
Alternative Minimum Tax		
Total Tax		6,244.
Credits		
Recapture and Other Taxes		
Net Tax - to Form 1041, Schedule G, line 7		6,244.

S CORPORATION PORTION

Form 1041 (2006)

CARLY FRIEDSTEIN IRREVOCABLE TRUST

20-7294216 Page 3

Schedule I Alternative Minimum Tax (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)	1	17,841.
2	Interest	2	
3	Taxes	3	
4	Miscellaneous itemized deductions (from page 1, line 15b)	4	
5	Refund of taxes	5	()
6	Depletion (difference between regular tax and AMT)	6	
7	Net operating loss deduction. Enter as a positive amount	7	
8	Interest from specified private activity bonds exempt from the regular tax	8	
9	Qualified small business stock (see page 27 of the instructions)	9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)	10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	12	
13	Disposition of property (difference between AMT and regular tax gain or loss)	13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	14	
15	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 5	15	<13.>
16	Loss limitations (difference between AMT and regular tax income or loss)	16	
17	Circulation costs (difference between regular tax and AMT)	17	
18	Long-term contracts (difference between AMT and regular tax income)	18	
19	Mining costs (difference between regular tax and AMT)	19	
20	Research and experimental costs (difference between regular tax and AMT)	20	
21	Income from certain installment sales before January 1, 1987	21	()
22	Intangible drilling costs preference	22	
23	Other adjustments, including income-based related adjustments	23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)	24	()
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24	25	17,828.
Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26	0.
27	Estate tax deduction (from page 1, line 19)	27	
28	Add lines 26 and 27	28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.	29	17,828.

If line 29 is:

- \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over \$22,500, but less than \$165,000, go to line 45.
- \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	()
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	Income distribution deduction on a minimum tax basis. Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

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Form 1041 (2006)

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02-05-07

S CORPORATION PORTION

Part III - Alternative Minimum Tax

45	Exemption amount		45	\$22,500
46	Enter the amount from line 29	46		
47	Phase-out of exemption amount	47	\$75,000	
48	Subtract line 47 from line 46. If zero or less, enter -0-	48		
49	Multiply line 48 by 25% (.25)		49	
50	Subtract line 49 from line 45. If zero or less, enter -0-		50	
51	Subtract line 50 from line 46		51	17,828.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as figured for the AMT, if necessary). Otherwise, if line 51 is - • \$175,000 or less, multiply line 51 by 26% (.26). • Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result		52	4,635.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)		53	
54	Tentative minimum tax. Subtract line 53 from line 52		54	4,635.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)		55	6,244.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c		56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51		57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the AMT, if necessary)	58		
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as figured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59		
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as figured for the AMT, if necessary)	60		
61	Enter the smaller of line 57 or line 60		61	
62	Subtract line 61 from line 57		62	
63	If line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract \$3,500 from the result		63	
64	Maximum amount subject to the 5% rate	64	\$2,050	
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65		
66	Subtract line 65 from line 64. If zero or less, enter -0-	66		
67	Enter the smaller of line 57 or line 58	67		
68	Enter the smaller of line 66 or line 67	68		
69	Multiply line 68 by 5% (.05)		69	
70	Subtract line 68 from line 67	70		
71	Multiply line 70 by 15% (.15)		71	
72	If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72. Subtract line 67 from line 61	72		
73	Multiply line 72 by 25% (.25)		73	
74	Add lines 63, 69, 71, and 73		74	
75	If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28) and subtract \$3,500 from the result		75	
76	Enter the smaller of line 74 or line 75 here and on line 52		76	

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FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,244.	6,244.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,336.	.0800	107	150.
DATE FILED	10/15/07		6,486.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,244.	6,244.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

ESBT	INTEREST	STATEMENT	3
DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST	
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	84.	
SUBTOTALS	0.	84.	
TOTAL INTEREST		84.	

ESBT	OTHER ORDINARY INCOME	STATEMENT	4
DESCRIPTION		AMOUNT	
FROM - LIC HOLDINGS, INC.		17,757.	
TOTAL TO ESBT WORKSHEET		17,757.	

ESBT SCHEDULE I	PASSIVE ACTIVITY LOSS	STATEMENT	5
		NET INCOME (LOSS)	
NAME OF ACTIVITY	FORM	AMT	REGULAR
LIC HOLDINGS, INC.	SCH E	17,744.	17,757.
TOTAL TO SCHEDULE I, LINE 15			<13.>

ESBT FORM 8582	OTHER PASSIVE ACTIVITIES - WORKSHEET 3	STATEMENT	6
		OVERALL GAIN OR LOSS	
NAME OF ACTIVITY	CURRENT YEAR	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS
	NET INCOME	NET LOSS	GAIN
LIC HOLDINGS, INC.	17,757.	0.	17,757.
TOTALS	17,757.	0.	17,757.

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

R R E A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,757.	0.	17,757.	0.	0.
TOTALS		17,757.	0.	17,757.	0.	0.
PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						
TOTAL TO FORM 8582, LINE 11						0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 8
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR		PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS	
	NET INCOME	NET LOSS		GAIN	LOSS
LIC HOLDINGS, INC.	17,744.	0.	0.	17,744.	0.
TOTALS	17,744.	0.	0.	17,744.	0.

SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORED BACKGROUND AND MICROPRINT BORDERS. THE REVERSE SIDE FEATURES ARTIFICIAL WATERMARKS.

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.

2784

63-643/870

10/3/07

PAY TO THE
ORDER OF

Carly Fuedstein Trust

\$ 17,073.86

SEVENTEEN THOUSAND, SEVENTY THREE AND 86/100

DOLLARS

MEMO:

DISTRIBUTION, LIC HOLDINGS

Jeff Bearden

AUTHORIZED SIGNATURE

⑈002784⑈ ⑆067006432⑆2000034069950⑈

TRUST AGREEMENT
FOR THE
MAX FRIEDSTEIN IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT
FOR THE
MAX FRIEDSTEIN IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Max Friedstein Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, MAX FRIED STEIN ("Beneficiary").

ARTICLE 2
TRANSFERS TO TRUST

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

ARTICLE 3
IRREVOCABLE PROVISION

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

ARTICLE 4
ADMINISTRATION OF TRUST

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

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

INITIALS _____
MAX FRIEDSTEIN IRREVOCABLE TRUST

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

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

**ARTICLE 5
PROVISIONS GOVERNING TRUSTEES**

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

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

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

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

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

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

an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

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

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

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

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

5.10 Successor Trustee. In the event the initial Trustee, Gerald R. Lewin, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

**ARTICLE 6
PROTECTION OF INTERESTS**

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

**ARTICLE 7
FIDUCIARY POWERS**

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

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

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

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

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

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

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

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

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

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and

without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

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

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

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

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

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

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of

disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

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

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

- To retain and operate the property for as long as it deems advisable;

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

ARTICLE 8
SUBCHAPTER S STOCK

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

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

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

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

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

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

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

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

ARTICLE 9 PERPETUITIES PROVISION

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

ARTICLE 10 ADMINISTRATION AND CONSTRUCTION

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

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

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

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

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

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

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

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

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

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

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

(c) **Certification and Payment.** The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The

Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

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

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

(a) Trustees.

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

(b) Internal Revenue Code Terms.

- (1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

- (2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.
- (3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) **Other Terms.**

- (1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.
- (2) **Disabled or under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.
- (3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state

charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

- (4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

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

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

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

11.4 Certifications.

(a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

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

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

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

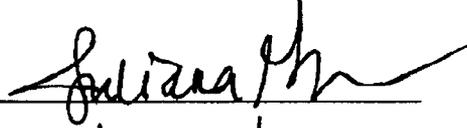
11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

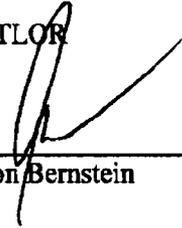
11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

Executed as of the date first written above.

Signed in the presence of:

SETTLOR





Simon Bernstein



Two witnesses as to Simon Bernstein

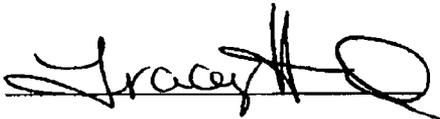
Signed in the presence of:

TRUSTEE





Gerald R. Lewin



Two witnesses as to Gerald R. Lewin

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Max Friedstein
Irrevocable Trust
STBR10046

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

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STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

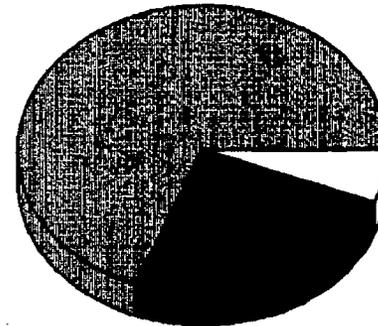
January 1, 2008 - March 31, 2008

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/08 to 3/31/08</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,726.58	-\$6,726.58
Income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.76	\$12,098.76
Ending Market Value	\$125,864.03	\$125,864.03
Realized Gains/Losses (Included in Total Above)	-\$52.67	-\$52.67

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
69%	Equity	\$90,739.39
25%	Fixed Income	\$32,811.35
6%	Cash & Equivalents	\$8,490.33
100%	Total Assets Value	\$132,041.07
	Total Liabilities Value	-\$6,177.04
	Total Portfolio Value	\$125,864.03



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

0025718 - 09/01/27



Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Detail

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Cash & Equivalents						
Money Market Funds						
SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,313.29	\$1.00	\$2,313.29	\$2,313.29	\$0.00	\$27.30
			\$2,313.29	\$2,313.29	\$0.00	\$27.30
Cash						
Principal Cash			\$6,177.04			
			\$6,177.04	\$0.00	\$0.00	\$0.00
Total Cash & Equivalents			\$8,490.33	\$2,313.29	\$0.00	\$27.30
Equity						
Equity Small Cap Value Mutual Funds						
Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	\$26.32	\$5,407.92	\$5,486.00	-\$78.08	\$0.00
			\$5,407.92	\$5,486.00	-\$78.08	\$0.00
Other Domestic Equity						
Hussman Strategic Growth Fund CUSIP: 448108100	526.83	\$15.59	\$8,213.20	\$8,229.00	-\$15.80	\$48.47
iShares S&P Gsci Semiconductor Index CUSIP: 464287523	54.00	\$49.56	\$2,676.24	\$2,845.25	-\$169.01	\$16.20
Market Vectors Agribusiness CUSIP: 57060U805	47.00	\$53.61	\$2,519.67	\$2,787.10	-\$267.43	\$0.00

005716-0800127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	258.00	\$20.49	\$5,245.44	\$5,581.06	-\$335.62	\$0.00
			\$18,654.55	\$19,442.41	-\$787.86	\$64.67
<i>Equity International Developed</i> ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$6,857.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
			\$16,439.33	\$16,669.66	-\$230.33	\$703.89
<i>Equity International Emerging</i> Wisdomtree Emg Mtk H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4,206.65	-\$195.72	\$37.58
			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
<i>Equity International Diverse</i> American Capital World G&I-F CUSIP: 140543408	161.88	\$40.91	\$6,622.31	\$6,888.94	-\$266.63	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5,620.07	-\$613.12	\$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	\$17.95	\$2,656.60	\$2,809.04	-\$152.44	\$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8.33	\$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

0265718 - 0900127



Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Kinetics Paradigm Fund-No LD CUSIP: 494613607	392.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	\$46.53	\$3,815.46	\$4,118.16	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.67	\$16.66	\$6,125.35	\$6,857.00	-\$731.65	\$69.85
			\$39,770.59	\$42,803.67	-\$3,033.28	\$658.11
<i>Equity Mid Cap Value</i>						
Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	\$12.56	\$6,456.07	\$6,857.00	-\$400.93	\$131.07
			\$6,456.07	\$6,857.00	-\$400.93	\$131.07
Total Equity			\$90,739.99	\$95,468.59	-\$4,728.20	\$1,585.32
<i>Fixed Income</i>						
<i>Fixed Income Mutual Funds</i>						
Oppenheimer International Bond Fund CUSIP: 66360T103	1,653.10	\$6.76	\$11,174.98	\$10,976.64	\$198.34	\$732.33
Loomis Sayles Bond Fund CUSIP: 543495832	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

0025719-0900127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	812.94	\$11.06	\$8,779.07	\$6,858.75	-\$79.68	\$619.68
Total Fixed Income			\$32,611.35	\$33,007.68	-\$196.23	\$2,297.09
Total All Assets			\$132,041.07	\$130,786.46	-\$4,922.43	\$3,919.71
Liabilities						
Income Cash			-\$6,177.04			
Total Liabilities			-\$6,177.04	\$0.00	\$0.00	\$0.00
Total All Liabilities			-\$6,177.04	\$0.00	\$0.00	\$0.00
Portfolio Grand Total			\$125,864.03	\$130,786.46	-\$4,922.43	\$3,919.71

0025720 - 0800127



Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

<i>Transaction Category</i>	<i>Principal Cash</i>	<i>Income Cash</i>
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$491.85
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$120,000.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$120,000.00	\$491.85
Disbursements		
Distributions	\$0.00	\$0.00
Fees	-\$57.69	-\$57.69
Expenses	\$0.00	-\$361.20
Taxes	\$0.00	-\$6,250.00
Total Disbursements	-\$57.69	-\$6,668.89
Purchases	-\$388,793.14	\$0.00
Sales/Maturities	\$275,027.87	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 3/31/08	\$8,177.04	-\$6,177.04

0025720 - 0900127

Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category				
<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
1/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	\$0.00	\$13.61	\$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	\$0.00	\$64.52	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	\$0.00	\$211.92	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	\$0.00	\$77.28	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$4.64	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$1.75	\$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F \$0.1983/Unit on 161.076 Units Due 3/24/08	\$0.00	\$31.94	\$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret \$0.0821/Unit on 1,049.826 Units Due 3/25/08	\$0.00	\$86.19	\$0.00
		\$0.00	\$491.85	

0025721 - 0900127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
Additions				
2/5/08	Cash Receipt Addition to Account Lic Holdings, Inc Check #1157 DTD 12/31/07	\$120,000.00	\$0.00	\$0.00
		\$120,000.00	\$0.00	
Total Receipts		\$120,000.00	\$491.85	
Disbursements				
Fees				
3/25/08	Fee Collected Based on A Market Value of \$124,782.32	-\$57.69	\$0.00	\$0.00
3/25/08	Fee Collected Based on A Market Value of \$124,782.32	\$0.00	-\$57.69	\$0.00
		-\$57.69	-\$57.69	
Expenses				
3/14/08	Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Max Bernstein IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	\$0.00	-\$361.20	\$0.00
		\$0.00	-\$361.20	

0025721 - 090127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Max Bernstein IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250.00	\$0.00
		\$0.00	-\$6,250.00	
Total Disbursements		-\$57.69	-\$6,668.89	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-\$13.61	\$0.00	\$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-\$64.52	\$0.00	\$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-\$120,000.00	\$0.00	\$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-\$137,151.99	\$0.00	\$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At \$13.34	-\$6,857.00	\$0.00	\$0.00

0025722 - 0900127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
2/28/08	Purchased 161.076 Units of American Capital World G&I-F Trade Date 2/27/08 161.076 Units At \$42.57	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 526.825 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.825 Units At \$15.62	-\$8,229.00	\$0.00	\$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At \$19.89	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At \$26.70	-\$5,486.00	\$0.00	\$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At \$27.98	-\$10,972.00	\$0.00	\$0.00
2/28/08	Purchased 367.668 Units of T Rowe Price New Asia Trade Date 2/27/08 367.668 Units At \$18.65	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At \$14.37	-\$15,086.00	\$0.00	\$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At \$6.64	-\$10,972.00	\$0.00	\$0.00

0026722 - 0800127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At \$11.19	-\$6,857.00	\$0.00	\$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At \$18.98	-\$2,809.04	\$0.00	\$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At \$59.30	-\$2,787.10	\$0.00	\$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At \$25.476	-\$1,426.66	\$0.00	\$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At \$50.9094	-\$2,800.02	\$0.00	\$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At \$52.6899	-\$2,845.25	\$0.00	\$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At \$22.8481	-\$2,810.32	\$0.00	\$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At \$12.8091	-\$2,728.34	\$0.00	\$0.00

0025723 - 0900127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<u>Date</u>	<u>Transaction Description</u>	<u>Principal Cash</u>	<u>Income Cash</u>	<u>Realized G/L</u>
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At \$86.4626	-\$5,620.07	\$0.00	\$0.00
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At \$21.801	-\$5,581.06	\$0.00	\$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At \$70.0904	-\$9,812.66	\$0.00	\$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mtk H/Y Equity Trade Date 2/26/08 77 Units At \$54.6318	-\$4,206.65	\$0.00	\$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-\$77.28	\$0.00	\$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ \$6.69 through Reinvestment of Cash Dividend Due 3/3/08	-\$4.64	\$0.00	\$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ \$11.16 through Reinvestment of Cash Dividend Due 3/3/08	-\$1.75	\$0.00	\$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-\$211.92	\$0.00	\$0.00

0025723 - 0900127

Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid \$1.08 Brokerage 27 Units At \$48.779983	-\$1,318.14	\$0.00	\$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-\$1,373.99	\$0.00	\$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ \$39.96 through Reinvestment of Cash Dividend Due 3/24/08	-\$31.94	\$0.00	\$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ \$14.06 through Reinvestment of Cash Dividend Due 3/25/08	-\$86.19	\$0.00	\$0.00
Total Purchases		-\$388,793.14	\$0.00	
Sales/Maturities				
Sales/Maturities				
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	\$137,151.99	\$0.00	\$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	\$85,030.00	\$0.00	\$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	\$43,427.17	\$0.00	\$0.00
3/14/08	Sold 361.2 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	\$361.20	\$0.00	\$0.00

0025724 - 0001127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized G/L
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	\$6,250.00	\$0.00	\$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	\$1,318.14	\$0.00	\$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid \$2.24 Brokerage Paid \$0.02 SEC Fee St Capital Loss of \$52.67- on Federal Cost Federal Tax Cost \$1,426.66 56 Units At \$24.575952	\$1,373.99	\$0.00	-\$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	\$115.38	\$0.00	\$0.00
Total Sales/Maturities		\$275,027.87	\$0.00	
3/31/08	Ending Balance	\$6,177.04	-\$6,177.04	

0025774 - 0900127

Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0025725 - 0900127



0025725 - 0800127

TS000688



STANFORD TRUST COMPANY
445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Max Friedstein
Irrevocable Trust
STBR10046

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Please visit our website @ www.stanfordtrustco.com

Max Friedstein
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 33446

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STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

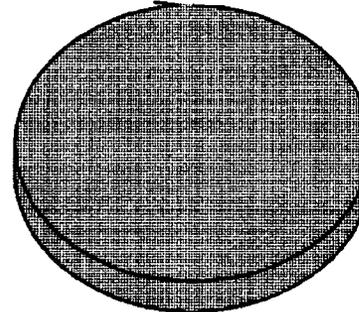
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/07 to 12/31/07</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
100%	Cash & Equivalents	\$17,073.86
100%	Total Assets Value	\$17,073.86



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

Asset Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Asset Detail

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
<i>Cash & Equivalents</i>						
<i>Money Market Funds</i>						
SEI Daily Income Prime Obl #34 CUSIP: 783965403	17,073.86	\$1.00	\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total Cash & Equivalents			\$17,073.86	\$17,073.86	\$0.00	\$828.08
Total All Assets			\$17,073.86	\$17,073.86	\$0.00	\$828.08

Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

<i>Transaction Category</i>	<i>Principal Cash</i>	<i>Income Cash</i>
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

Transaction Detail

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Details By Category

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
10/1/07	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Additions			
12/26/07	Cash Receipt Deposits Arbitrage International Ck#2785 DTD 10/3/07	\$17,073.86	\$0.00	\$0.00
	Total Receipts	\$17,073.86	\$0.00	
	Purchases			
	Purchases			
12/26/07	Purchased 17,073.86 Units of SEI Daily Income Prime Obl #34 Trade Date 12/26/07	-\$17,073.86	\$0.00	\$0.00
	Total Purchases	-\$17,073.86	\$0.00	
12/31/07	Ending Balance	\$0.00	\$0.00	

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

For calendar year 2006 or fiscal year beginning _____, 2006 and ending _____

A Type of entity:
 Decedent's estate
 Simple trust
 Complex trust
 Qualified disability trust
 ESBT (S portion only)
 Grantor type trust
 Bankruptcy estate-Ch. 7
 Bankruptcy estate-Ch. 11
 Pooled income fund

Name of estate or trust (if a grantor type trust, see page 12 of the instructions.)
MAX FRIEDSTEIN IRREVOCABLE TRUST

C Employer identification number
20 7294226

D Date entity created
09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):
 Described in section 4947(a)(1)
 Not a private foundation
 Described in section 4947(a)(2)

Name and title of fiduciary
STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)
445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code
BATON ROUGE, LA 70802

B No. of Sch K-1 attached **0**

F Check applicable boxes:
 Initial return Final return Amended return
 Change in fiduciary Change in fiduciary's name Change in fiduciary's address

G Pooled mortgage account (see page 14 of the instructions):
 Bought Sold, Date: _____

Income	1	Interest income	1	
	2 a	Total ordinary dividends	2a	
	b	Qualified dividends allocable to: (1) Beneficiaries _____ (2) Estate or trust _____		
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3	
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4	
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5	
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6	
	7	Ordinary gain or (loss). Attach Form 4797	7	
	8	Other income. List type and amount	8	
9	Total income. Combine lines 1, 2a, and 3 through 8	9		
Deductions	10	Interest. Check if Form 4952 is attached <input type="checkbox"/>	10	
	11	Taxes	11	
	12	Fiduciary fees	12	
	13	Charitable deduction (from Schedule A, line 7)	13	
	14	Attorney, accountant, and return preparer fees	14	
	15 a	Other deductions not subject to the 2% floor (attach schedule)	15a	
	b	Allowable miscellaneous itemized deductions subject to the 2% floor	15b	
	16	Add lines 10 through 15b	16	
	17	Adjusted total income or (loss). Subtract line 16 from line 9	17	
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18	
	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19	
20	Exemption	20	100.	
21	Add lines 18 through 20	21	100.	
Tax and Payments	22	Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22	<100.>
	23	Total tax (from Schedule G, line 7)	23	6,244.
	24 a	Payments: a 2006 estimated tax payments and amount applied from 2005 return	24a	
	b	Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b	
	c	Subtract line 24b from line 24a	24c	
	d	Tax paid with Form 7004 (see page 20 of the instructions)	24d	
	e	Federal income tax withheld. If any is from Form(s) 1099, check <input type="checkbox"/>	24e	
	f	Credit for federal telephone excise tax paid. Attach Form 8913	24f	
	g	Other payments: g Form 2439 _____ ; h Form 4136 _____ ; Total	24i	
	25	Total payments. Add lines 24c through 24f, and 24i	25	
26	Estimated tax penalty (see page 20 of the instructions)	26		
27	Tax due. If line 25 is smaller than the total of lines 23 and 26, enter amount owed	27	6,244.	
28	Overpayment. If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28		
29	Amount of line 28 to be: a Credited to 2007 estimated tax _____ ; b Refunded _____	29		

Sign Here: Signature of fiduciary or officer representing fiduciary _____ Date _____ EIN of fiduciary if a financial institution _____

May the IRS discuss this return with the preparer shown below (see instr.)? Yes No

Paid Preparer's signature: *[Signature]* Date: *10/18/07* Check if self-employed Preparer's SSN or PTIN: **P00127193**

Preparer's Use Only Firm's name (or yours if self-employed), address, and ZIP code: **GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502** EIN: **59 2147155** Phone no.: **(561)994-5050**

Form **7004**

(Rev. December 2006)

Department of the Treasury
Internal Revenue Service

**Application for Automatic 6-Month Extension of Time To File
Certain Business Income Tax, Information, and Other Returns**

OMB No. 1545-0238

File a separate application for each return.

Type or Print File by the due date for the return for which an extension is requested. See instructions.	Name Max Friedstein Irrevocable Trust	Identifying number 20-7294226
	Number, street, and room or suite no. (If P.O. box, see instructions.) c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E	
	City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)). Boca Raton, FL 33431	

Note. See instructions before completing this form.

- 1 Enter the form code for the return that this application is for (see below)..... **05**
- 2 If the foreign corporation does not have an office or place of business in the United States, check here.....
- 3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here.
- 4a The application is for calendar year 2006, or tax year beginning __, 20__, and ending __, 20__
- b Short tax year. If this tax year is less than 12 months, check the reason:
 Initial return Final return Change in accounting period Consolidated return to be filed
- 5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here.....
 If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6 Tentative total tax.....	6	0.00
7 Total payments and credits (see instructions).....	7	0.00
8 Balance due. Subtract line 7 from line 6. Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions).....	8	0.00

Application Is For:	Form Code	Application Is For:	Form Code
		Form 1120-H	17
Form 706-GS(T)	02		
		Form 1120-ND	19
Form 1041 (estate)	04		
		Form 1120-PC	21
Form 1041-N	06		
		Form 1120-REIT	23
Form 1042	08		
		Form 1120-S	25
Form 1065-B	10		
		Form 3520-A	27
Form 1120	12		
		Form 8813	29
Form 1120-A	14		
		Form 8804	31
Form 1120-F	15		
		Form 8876	33

For Paperwork Reduction Act Notice, see instructions.

Form 7004 (Rev. 12-2006)

ISA
5TF XDXP1000

Schedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.	
1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)
3	Subtract line 2 from line 1
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes
5	Add lines 3 and 4
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)
7	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13

Schedule B Income Distribution Deduction	
1	Adjusted total income (see page 22 of the instructions)
2	Adjusted tax-exempt interest
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number
7	Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law
9	Income required to be distributed currently
10	Other amounts paid, credited, or otherwise required to be distributed
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions
12	Enter the amount of tax-exempt income included on line 11
13	Tentative income distribution deduction. Subtract line 12 from line 11
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-
15	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18

Schedule G Tax Computation (see page 23 of the instructions)	
1	Tax: a Tax on taxable income (see page 23 of the instructions)
	b Tax on lump-sum distributions. Attach Form 4972
	c Alternative minimum tax (from Schedule I, line 56)
	d Total. Add lines 1a through 1c
2a	Foreign tax credit. Attach Form 1116
b	Other nonbusiness credits (attach schedule)
c	General business credit. Enter here and check which forms are attached: <input type="checkbox"/> Form 3800 <input type="checkbox"/> Forms (specify)
d	Credit for prior year minimum tax. Attach Form 8801
3	Total credits. Add lines 2a through 2d
4	Subtract line 3 from line 1d. If zero or less, enter -0-
5	Recapture taxes. Check if from: <input type="checkbox"/> Form 4255 <input type="checkbox"/> Form 8611
6	Household employment taxes. Attach Schedule H (Form 1040)
7	Total tax. Add lines 4 through 6. Enter here and on page 1, line 23

Other Information		SEC. 641 (C):		Yes	No
1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ \$	6,244.			X
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?				X
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TD F 90-22.1. If "Yes," enter the name of the foreign country ▶				X
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions				X
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment				X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions) ▶ <input type="checkbox"/>				
7	To make a section 643(e)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions) ▶ <input type="checkbox"/>				
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here ▶ <input type="checkbox"/>				
9	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions			X	

Name of Trust

Employer ID Number

MAX FRIEDSTEIN IRREVOCABLE TRUST

20-7294226

Income

Interest	SEE STATEMENT 3	83.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,758.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,841.

Deductions

Interest		
Taxes		
Fiduciary Fees		
Charitable Deduction		
Attorney, Accountant, Return Preparation Fees		
Other Deductions - Not Subject to 2% Limit		
Other Deductions - Subject to 2% Limit		
Total Deductions		

Tax and Credits

Taxable Income		17,841.
Tax - 35%		6,244.
Net Long-Term Capital Gain and Qualified Dividends		
Tax		
Total Regular Tax		6,244.
Alternative Minimum Tax		
Total Tax		6,244.
Credits		
Recapture and Other Taxes		
Net Tax - to Form 1041, Schedule G, line 7		6,244.

S CORPORATION PORTION

Form 1041 (2006)

MAX FRIEDSTEIN IRREVOCABLE TRUST

20-7294226 Page 3

Schedule I Alternative Minimum Tax (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)	1	17,841.
2	Interest	2	
3	Taxes	3	
4	Miscellaneous itemized deductions (from page 1, line 15b)	4	
5	Refund of taxes	5	()
6	Depletion (difference between regular tax and AMT)	6	
7	Net operating loss deduction. Enter as a positive amount	7	
8	Interest from specified private activity bonds exempt from the regular tax	8	
9	Qualified small business stock (see page 27 of the instructions)	9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)	10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	12	
13	Disposition of property (difference between AMT and regular tax gain or loss)	13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	14	
15	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 5	15	<12.>
16	Loss limitations (difference between AMT and regular tax income or loss)	16	
17	Circulation costs (difference between regular tax and AMT)	17	
18	Long-term contracts (difference between AMT and regular tax income)	18	
19	Mining costs (difference between regular tax and AMT)	19	
20	Research and experimental costs (difference between regular tax and AMT)	20	
21	Income from certain installment sales before January 1, 1987	21	()
22	Intangible drilling costs preference	22	
23	Other adjustments, including income-based related adjustments	23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)	24	()
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24	25	17,829.
Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26	0.
27	Estate tax deduction (from page 1, line 19)	27	
28	Add lines 26 and 27	28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.	29	17,829.

If line 29 is:

- \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over \$22,500, but less than \$165,000, go to line 45.
- \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	()
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	Income distribution deduction on a minimum tax basis. Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

JWA

Form 1041 (2006)

819861
02-05-07

S CORPORATION PORTION

Part III - Alternative Minimum Tax

45	Exemption amount		45	\$22,500
46	Enter the amount from line 29	46		
47	Phase-out of exemption amount	47	\$75,000	
48	Subtract line 47 from line 46. If zero or less, enter -0-	48		
49	Multiply line 48 by 25% (.25)		49	
50	Subtract line 49 from line 45. If zero or less, enter -0-		50	
51	Subtract line 50 from line 46		51	17,829.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as figured for the AMT, if necessary). Otherwise, if line 51 is - • \$175,000 or less, multiply line 51 by 26% (.26). • Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result		52	4,636.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)		53	
54	Tentative minimum tax. Subtract line 53 from line 52		54	4,636.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)		55	6,244.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c		56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51		57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the AMT, if necessary)	58		
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as figured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59		
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as figured for the AMT, if necessary)	60		
61	Enter the smaller of line 57 or line 60		61	
62	Subtract line 61 from line 57		62	
63	If line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract \$3,500 from the result		63	
64	Maximum amount subject to the 5% rate	64	\$2,050	
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65		
66	Subtract line 65 from line 64. If zero or less, enter -0-	66		
67	Enter the smaller of line 57 or line 58	67		
68	Enter the smaller of line 66 or line 67	68		
69	Multiply line 68 by 5% (.05)		69	
70	Subtract line 68 from line 67	70		
71	Multiply line 70 by 15% (.15) If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72.		71	
72	Subtract line 67 from line 61	72		
73	Multiply line 72 by 25% (.25)		73	
74	Add lines 63, 69, 71, and 73		74	
75	If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28) and subtract \$3,500 from the result		75	
76	Enter the smaller of line 74 or line 75 here and on line 52		76	

JWA

Form 1041 (2006)

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,244.	6,244.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,336.	.0800	107	150.
DATE FILED	10/15/07		6,486.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,244.	6,244.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

ESBT	INTEREST	STATEMENT	3
DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST	
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	83.	
SUBTOTALS	0.	83.	
TOTAL INTEREST		83.	

ESBT	OTHER ORDINARY INCOME	STATEMENT	4
DESCRIPTION		AMOUNT	
FROM - LIC HOLDINGS, INC.		17,758.	
TOTAL TO ESBT WORKSHEET		17,758.	

ESBT SCHEDULE I	PASSIVE ACTIVITY LOSS	STATEMENT	5
	NET INCOME (LOSS)		
NAME OF ACTIVITY	FORM	AMT	REGULAR
LIC HOLDINGS, INC.	SCH E	17,746.	17,758.
TOTAL TO SCHEDULE I, LINE 15			<12.>

ESBT FORM 8582	OTHER PASSIVE ACTIVITIES - WORKSHEET 3	STATEMENT	6
	CURRENT YEAR	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS
NAME OF ACTIVITY	NET INCOME	NET LOSS	GAIN
LIC HOLDINGS, INC.	17,758.	0.	17,758.
TOTALS	17,758.	0.	17,758.

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

R R E A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,758.	0.	17,758.	0.	0.
TOTALS		17,758.	0.	17,758.	0.	0.
PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						
TOTAL TO FORM 8582, LINE 11						0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 8

NAME OF ACTIVITY	CURRENT YEAR		PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS	
	NET INCOME	NET LOSS		GAIN	LOSS
LIC HOLDINGS, INC.	17,746.	0.	0.	17,746.	0.
TOTALS	17,746.	0.	0.	17,746.	0.

SECURITY WARNING: THE FACE OF THIS DOCUMENT FEATURES A COLORED BACKGROUND AND MICROPRINT ELEMENTS. THE REVERSE SIDE FEATURES ARTIFICIAL WATERMARKS.

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.

2785

63-643/870

10/3/07

PAY TO THE
ORDER OF

Manfred Friedstein

17,073.86

SEVENTEEN THOUSAND, SEVENTY THREE AND 86/100

DOLLARS

MEMO:

DISTRIBUTION, LLC HOLDINGS

Chris Barden

AUTHORIZED SIGNATURE

⑈002785⑈ ⑆067006432⑆2000034069950⑈



Christopher Prindle
Senior Director - Investments

Oppenheimer & Co. Inc.
Boca Village Corp Center
4855 Technology Way, Suite 400
Boca Raton, FL 33431
Phone 561-620-3115
Fax 561-416-8671
Toll Free 888-999-3660
christopher.prindle@opco.com

Member of All Principal Exchanges

OPPENHEIMER

Official Name
Oppenheimer
Trust Company

Oppenheimer & Co. Inc.
Boca Village Corp Center, 4855 Technology Way, Suite 400, Boca Raton, FL 33431
Phone 888-999-3660
Member of All Principal Exchanges

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by TRACI KRATISH, P.A. this 12th day of September 2007.

Whereas, on September 7, 2006 TRACI KRATISH, P.A. was appointed trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

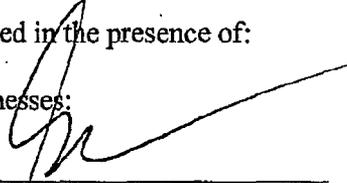
Whereas, TRACI KRATISH, P.A. now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations TRACI KRATISH, P.A. hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

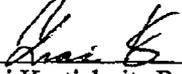
Executed as of the date first above written.

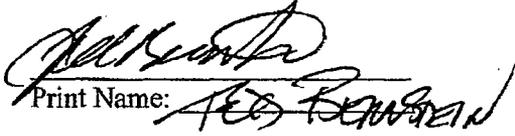
Signed in the presence of:

Witnesses:


Print Name: Simon Bernstein

TRACI KRATISH, P.A., as trustee

By: 
Traci Kratish, its President

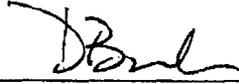

Print Name: Ted Bernstein

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.

The foregoing instrument was acknowledged before me this 12th day of September 2007 by Traci Kratish, as President of Traci Kratish, P.A. the trustee.



Diana Banks
Commission #DD318472
Expires: May 11, 2008
Bonded thru
Atlantic Bonding Co., Inc.


Notary Public

My commission expires: May 11, 2008

Personally known OR Produced Identification _____

Type of identification produced: _____

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST effective the 14th day of November 2007.

Witnesses:

Raven Bass
Print Name: RAVEN BASS

STANFORD TRUST COMPANY

By: [Signature]
PRESIDENT - STC
As authorized individual

[Signature]
Print Name: John P. Buzzell

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.

The foregoing instrument was acknowledged before me this 14th day of November 2007 by LOUIS Fournet, as an authorized officer of Stanford Trust Company.

KATHRYN BERNHARD GERRY
NOTARY PUBLIC
BAR ROLL NO. 29881
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE.

[Signature]
Notary Public
My commission expires: For Life

Personally known OR Produced Identification
Type of identification produced: _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 5th day of SEPTEMBER 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the MICHAEL A. BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Karen J. Million
Print Name: KAREN J. MILLION

Linda M. DeRosa
Print Name: LINDA M. DEROSA

BY: Gerald R. Lewin
Gerald R. LEWIN, individually
and as Trustee

STATE OF FLORIDA
COUNTY OF PALM BEACH

)
)SS.

The foregoing instrument was acknowledged before me this 5TH
day of SEPTEMBER 2007 by Gerald R. Lewin, individually and as
trustee.

Lisa Scarabino

Notary Public

My commissions expires: _____

Commission Number: _____

Personally known OR Produced Identification
Type of Identification Produced _____



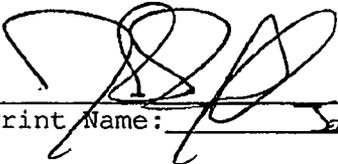
Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the MICHAEL A. BERNSTEIN IRREVOCABLE TRUST effective the 14th day of November 2007.

STANFORD TRUST COMPANY


Print Name: Raven Bass

BY: 
PRESIDENT - STC
As authorized officer


Print Name: John E. Buzel

STATE OF FLORIDA
COUNTY OF

)
)SS.

The foregoing instrument was acknowledged before me this 14th
day of November 2007 by Louis Fournet as an
authorized officer of Stanford Trust Company.

KATHRYN BERNHARD GERRY
NOTARY PUBLIC
BAR ROLL NO. 29581
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE.

Kathryn Bernhard Gerry
Notary Public
My commissions expires: for life
Commission Number: 29581

Personally known OR Produced Identification
Type of Identification Produced _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by TRACI KRATISH, P.A. this 12th day of September 2007.

Whereas, on September 7, 2006 TRACI KRATISH, P.A. was appointed trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

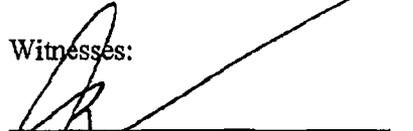
Whereas, TRACI KRATISH, P.A. now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations TRACI KRATISH, P.A. hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

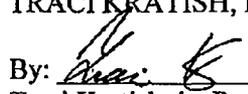
Executed as of the date first above written.

Signed in the presence of:

Witnesses:


Print Name: Simon Bernstein

TRACI KRATISH, P.A., as trustee

By: 
Traci Kratish, its President


Print Name: TED BERNSTEIN

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.

The foregoing instrument was acknowledged before me this 12th day of September 2007 by Traci Kratish, as President of Traci Kratish, P.A. the trustee.



Diana Banks
Commission #DD318472
Expires: May 11, 2008
Bonded Thru
Atlantic Bonding Co., Inc.


Notary Public
My commission expires: May 11, 2008

Personally known OR Produced Identification _____
Type of identification produced: _____

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST effective the 14th day of November 2007.

Witnesses:

Raven Bass
Print Name: RAVEN BASS

STANFORD TRUST COMPANY

By: [Signature]
PRESIDENT - STC
As authorized individual

[Signature]
Print Name: John R. Buzzell

STATE OF FLORIDA LA
COUNTY OF PALM BEACH EBASS

The foregoing instrument was acknowledged before me this 14th day of Nov 2007 by LOUIS FURNET, as an authorized officer of Stanford Trust Company.

[Signature]
Notary Public
My commission expires: 7/1/11

Personally known OR Produced Identification _____
Type of identification produced: _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by TRACI KRATISH, P.A. this 12th day of September 2007.

Whereas, on September 7, 2006 TRACI KRATISH, P.A. was appointed trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

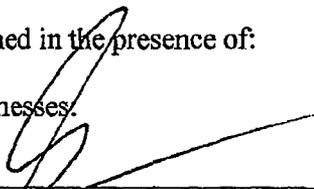
Whereas, TRACI KRATISH, P.A. now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations TRACI KRATISH, P.A. hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

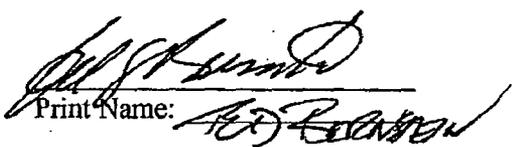
Signed in the presence of:

Witnesses:


Print Name: Simon Belstein

TRACI KRATISH, P.A., as trustee

By: 
Traci Kratish, its President


Print Name: Diana Banks

STATE OF FLORIDA)
COUNTY OF PALM BEACH)SS.

The foregoing instrument was acknowledged before me this 12th day of September 2007 by Traci Kratish, as President of Traci Kratish, P.A. the trustee.



Diana Banks
Commission #DD318472
Expires: May 11, 2008
Bonded Thru
Atlantic Bonding Co., Inc.


Notary Public

My commission expires: May 11, 2008

Personally known OR Produced Identification
Type of identification produced: _____

Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment astrustee of the JAKE BERNSTEIN IRREVOCABLE TRUST effective the 14th day of NOVEMBER 2007.

Witnesses:

Raven Bass
Print Name: RAVEN BASS

[Signature]
Print Name: John P. Buzzell

STANFORD TRUST COMPANY

By: [Signature]
PRESIDENT - STC
As authorized individual

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 14th day of November 2007 by [Signature] as an authorized officer of Stanford Trust Company. LOUIS TOWN

[Signature]
Notary Public
My commission expires: For Life

Personally known OR Produced Identification
Type of identification produced: _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 5TH day of SEPTEMBER 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the JULIA IANTONI IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Karen J. Million
Print Name: KAREN J. MILLION

Linda M. DeRosa
Print Name: LINDA M. DE ROSA

BY: Gerald R. Lewin
Gerald R. LEWIN, individually
and as Trustee

STATE OF FLORIDA
COUNTY OF PALM BEACH

)
) SS.

The foregoing instrument was acknowledged before me this 5TH
day of SEPTEMBER 2007 by Gerald R. Lewin, individually and as
trustee.

Lisa Scarabino
Notary Public
My commissions expires: _____
Commission Number: _____

Personally known OR Produced Identification _____
Type of Identification Produced _____



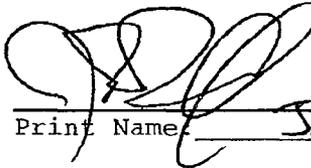
Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the JULIA IANTONI IRREVOCABLE TRUST effective the 14th day of November 2007.

STANFORD TRUST COMPANY


Print Name: Raven Bass


BY: PRESIDENT - STC
As authorized officer


Print Name: John L. Buzzell

STATE OF FLORIDA
COUNTY OF

)
)SS.

The foregoing instrument was acknowledged before me this 14th
day of Nov. 2007 by Louis Fournell as an
authorized officer of Stanford Trust Company.

KATHRYN BERNHARD
NOTARY PUBLIC
BAR ROLL NO. 29581
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE.

Kathryn Bernhard
Notary Public

My commissions expires: FOR LIFE
Commission Number: _____

Personally known _____ OR Produced Identification _____
Type of Identification Produced _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 5th day of SEPTEMBER 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the CARLEY ESTHER FRIEDSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Karen J. Million
Print Name: KAREN J. MILLION

Linda M. DeRosa
Print Name: LINDA M. DE ROSA

BY: Gerald R. Lewin
Gerald R. LEWIN, individually
and as Trustee

STATE OF FLORIDA
COUNTY OF PALM BEACH

)
)SS.

The foregoing instrument was acknowledged before me this 5TH
day of SEPTEMBER 2007 by Gerald R. Lewin, individually and as
trustee.

L. Scarabino

Notary Public

My commissions expires: _____

Commission Number: _____

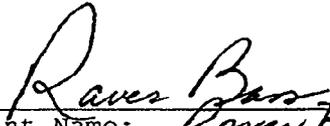
Personally known OR Produced Identification
Type of Identification Produced _____



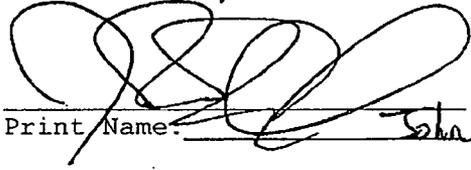
Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the CARLEY ESTHER FRIEDSTEIN IRREVOCABLE TRUST effective the 14th day of NOVEMBER 2007.

STANFORD TRUST COMPANY


Print Name: RAVEN BASS

BY: 
PRESIDENT - STC
As authorized officer


Print Name: John R. Buzzell

STATE OF FLORIDA
COUNTY OF

)
) SS.

The foregoing instrument was acknowledged before me this 10th
day of _____ 2007 by LOUIS FARNET as an
authorized officer of Stanford Trust Company.

KATHRYN BERNHARD GERRY
NOTARY PUBLIC
BAR ROLL NO. 29581
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

Kathryn Bernhard Gerry
Notary Public

My commissions expires: For Life
Commission Number: 29581

Personally known OR Produced Identification
Type of Identification Produced _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 5TH day of SEPTEMBER 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the MAX FRIEDSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Karen J. Million
Print Name: KAREN J. MILLION

Linda M. DeRosa
Print Name: LINDA M. DEROSA

BY: Gerald R. Lewin
Gerald R. LEWIN, individually
and as Trustee

STATE OF FLORIDA
COUNTY OF PALM BEACH

)
)SS.

The foregoing instrument was acknowledged before me this 5TH
day of SEPTEMBER 2007 by Gerald R. Lewin, individually and as
trustee.

Lisa Scarabino

Notary Public
My commissions expires: _____
Commission Number: _____

Personally known OR Produced Identification
Type of Identification Produced _____



Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the MAX FRIEDSTEIN IRREVOCABLE TRUST effective the 14th day of November 2007.

STANFORD TRUST COMPANY

Raymond Bass
Print Name: RAYMOND BASS

BY: [Signature]
PRESIDENT - STC
As authorized officer

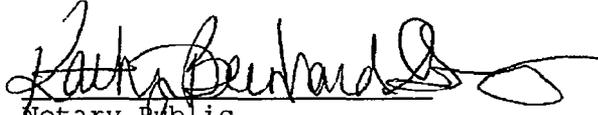
[Signature]
Print Name: John R. Buzzell

STATE OF FLORIDA
COUNTY OF

)
)SS.

The foregoing instrument was acknowledged before me this 14th
day of November 2007 by Louis Fournet as an
authorized officer of Stanford Trust Company.

KATHRYN BERNHARD GERRY
NOTARY PUBLIC
BAR ROLL NO. 29581
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE.


Notary Public
My commissions expires: Forever
Commission Number: 29581

Personally known _____ OR Produced Identification _____
Type of Identification Produced _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 5TH day of SEPTEMBER 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the MOLLY N. SIMON IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Karen J. Million
Print Name: KAREN J. MILLION
Linda M. DeRosa
Print Name: LINDA M. DE ROSA

BY: Gerald R. Lewin
Gerald R. LEWIN, individually
and as Trustee

STATE OF FLORIDA
COUNTY OF PALM BEACH

)
)SS.

The foregoing instrument was acknowledged before me this 5TH
day of SEPTEMBER 2007 by Gerald R. Lewin, individually and as
trustee.

Lisa Scarabino

Notary Public

My commissions expires: _____

Commission Number: _____

Personally known OR Produced Identification
Type of Identification Produced _____



Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the MOLLY N. SIMON IRREVOCABLE TRUST effective the 14th day of November 2007.

STANFORD TRUST COMPANY

Raven Bass
Print Name: RAVEN BASS

BY: [Signature]
PRESIDENT - STC
As authorized officer

[Signature]
Print Name: John P. Buzzell

STATE OF FLORIDA
COUNTY OF

)
)SS.

The foregoing instrument was acknowledged before me this 14th
day of November 2007 by LOUIS Fournet as an
authorized officer of Stanford Trust Company.

KATHRYN BERNHARD GERRY
NOTARY PUBLIC
BAR ROLL NO. 29581
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE.

Kathryn Bernhard Gerry
Notary Public
My commissions expires: 10/1/08
Commission Number: 29581

Personally known OR Produced Identification
Type of Identification Produced

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 5th day of SEPTEMBER 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the ERIC D. BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Karen J. Million
Print Name: KAREN J. MILLION

Linda M. DeRosa
Print Name: LINDA M. DEROSA

BY: Gerald R. Lewin
Gerald R. LEWIN, individually
and as Trustee

STATE OF FLORIDA
COUNTY OF PALM BEACH

)
) SS.

The foregoing instrument was acknowledged before me this 5TH
day of SEPTEMBER 2007 by Gerald R. Lewin, individually and as
trustee.

Lisa Scarabino

Notary Public

My commissions expires: _____

Commission Number: _____

Personally known OR Produced Identification _____

Type of Identification Produced _____

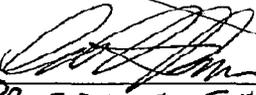


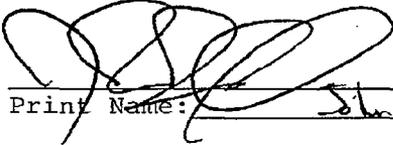
Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the ERIC D. BERNSTEIN IRREVOCABLE TRUST effective the 14th day of NOVEMBER 2007.

STANFORD TRUST COMPANY


Print Name: RAVEN BASS

BY: 
PRESIDENT - STC
As authorized officer


Print Name: John P. Buzzell

STATE OF FLORIDA
COUNTY OF

)
)SS.

The foregoing instrument was acknowledged before me this 14th
day of November 2007 by LOUIS FOURNET as an
authorized ~~agent~~ attorney in fact of Stanford Trust Company.

~~KATHRYN BERNHARD GERRY~~
NOTARY PUBLIC
BAR ROLL NO. 29581
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE.

Kathryn Bernhardt Gerry
Notary Public

My commissions expires: For life
Commission Number: 29581

Personally known OR Produced Identification
Type of Identification Produced _____

Resignation of Trustees
Appointment of New Trustee
and Acceptance by New Trustee

This Resignation of Trustee ("Resignation") and Appointment of New Trustee is made by GERALD R. LEWIN this 5TH day of SEPTEMBER 2007.

Whereas, on September 7, 2006 GERALD R. LEWIN was appointed trustee of the ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST ("the Trust"); and

Whereas, GERALD R. LEWIN now wishes to resign as trustee of the Trust;

Now, therefore in consideration of ten dollars (\$10.00) and other good and valuable considerations GERALD R. LEWIN hereby resigns as trustee of the Trust. This resignation shall be effective on the thirty-first day (31st) day after this resignation is communicated to the beneficiary and the settlor. Upon this Resignation being effective, the trustee pursuant to Section 5.3 of the Trust appoints STANFORD TRUST COMPANY as the successor trustee.

Executed as of the date first above written.

Signed in the presence of:

Witnesses:

Karen J. Million
Print Name: KAREN J. MILLION

Linda M. De Rosa
Print Name: LINDA M. DE ROSA

BY: Gerald R. Lewin
Gerald R. LEWIN, individually
and as Trustee

STATE OF FLORIDA
COUNTY OF PALM BEACH

)
)SS.

The foregoing instrument was acknowledged before me this 5TH
day of SEPTEMBER 2007 by Gerald R. Lewin, individually and as
trustee.

Lisa Scarabino
Notary Public

My commissions expires: _____

Commission Number: _____

Personally known OR Produced Identification _____
Type of Identification Produced _____



Acceptance of Assignment as Trustee

STANFORD TRUST COMPANY accepts the foregoing assignment as trustee of the ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST effective the 14th day of November 2007.

STANFORD TRUST COMPANY

Raven Bass
Print Name: RAVEN BASS

BY: [Signature]
PRESIDENT - STC
As authorized officer

[Signature]
Print Name: John R. Buzzell

STATE OF FLORIDA
COUNTY OF FLR

)
)SS.

The foregoing instrument was acknowledged before me this 14th
day of November 2007 by LOUIS FOURNET as an
authorized officer of Stanford Trust Company.

KATHRYN BERNHARD GERRY
NOTARY PUBLIC
BAR ROLL NO. 29581
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE.

Kathryn Bernhard Gerry
Notary Public
My commissions expires: Forever
Commission Number: 29581

Personally known OR Produced Identification
Type of Identification Produced _____

Robert Spallina

From: margaret.brown@bakerbotts.com
Sent: Thursday, July 01, 2010 10:38 AM
To: Robert Spallina
Cc: jcoker@fits-inc.com
Subject: RE: Bernstein

Robert - That is great news. I will review the attached and let you know if I have any questions.

Thank you so much -

Maggie Brown
713-229-1987

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, July 01, 2010 9:14 AM
To: Brown, Margaret
Subject: Bernstein

Dear Margaret – we finally received the last of the signed petitions for the minor grandchildren and will be walking through the petitions next week to get the orders designating Oppenheimer as successor Trustee to Stanford. Attached are copies of the signed petitions we are filing for your records.

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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

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7/1/2010

TS000742

IRS Circular 230 Disclaimer: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

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
DANIELLE R. BURNS

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUSTIN
JOAN MAPILE
KIMBERLY MORAN
SUANN TESCHER

July 1, 2010

VIA HAND DELIVERY

Christopher Prindle, CFA
Oppenheimer Trust Company
4855 Technology Way
4th Floor
Boca Raton, FL 33431

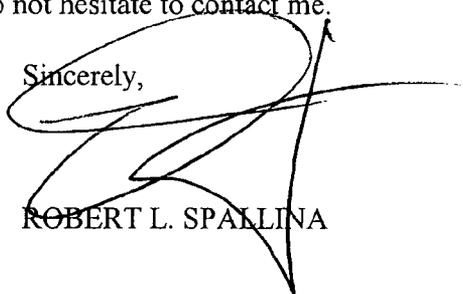
**Re: Shirley & Simon Bernstein - Grandchildren's Trusts Successor Trustee
Appointments**

Dear Chris:

Enclosed are the Appointments of Successor Trustee and Acceptance of Appointments for four of Mr. and Mrs. Bernstein's grandchildren's trusts. Please have them executed and notarized, make copies for your files, and return the fully executed originals to our office.

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

Sincerely,



ROBERT L. SPALLINA

RLS/km

Enclosures

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

TS000744

THE MOLLY N. SIMON IRREVOCABLE TRUST

**APPOINTMENT OF SUCCESSOR TRUSTEE
AND
ACCEPTANCE OF APPOINTMENT**

WHEREAS, the Molly N. Simon Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Molly N. Simon Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted its appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Molly N. Simon (born on December 3, 1990) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

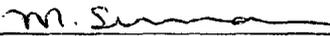
WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Molly N. Simon hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.



Molly N. Simon

OPPENHEIMER TRUST COMPANY

By: _____
Name:
Title:

STATE OF Illinois §

COUNTY OF Cook §

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



Mary Anne Cothern
Notary Public, State of Illinois

STATE OF _____ §

COUNTY OF _____ §

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

Notary Public, State of _____

THE MICHAEL BERNSTEIN IRREVOCABLE TRUST

**APPOINTMENT OF SUCCESSOR TRUSTEE
AND
ACCEPTANCE OF APPOINTMENT**

WHEREAS, the Michael Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Michael Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted its appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Michael Bernstein (born on March 12, 1992) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Michael Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.



Michael Bernstein

OPPENHEIMER TRUST COMPANY

By: _____
Name:
Title:

STATE OF Florida §

COUNTY OF Palm Beach §

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

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

D Banks
Notary Public, State of Florida

STATE OF _____ §

COUNTY OF _____ §

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

Notary Public, State of _____

THE ERIC D. BERNSTEIN IRREVOCABLE TRUST

**APPOINTMENT OF SUCCESSOR TRUSTEE
AND
ACCEPTANCE OF APPOINTMENT**

WHEREAS, the Eric D. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Eric D. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted its appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Eric D. Bernstein (born on July 6, 1989) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

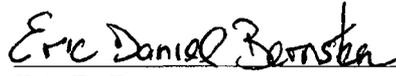
WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Eric D. Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.



Eric D. Bernstein

OPPENHEIMER TRUST COMPANY

By: _____

Name:

Title:

STATE OF Florida §

COUNTY OF Palm Beach §

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

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

DBank
Notary Public, State of Florida

STATE OF _____ §

COUNTY OF _____ §

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

Notary Public, State of _____

THE ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

**APPOINTMENT OF SUCCESSOR TRUSTEE
AND
ACCEPTANCE OF APPOINTMENT**

WHEREAS, the Alexandra L. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Alexandra L. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted its appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Alexandra L. Bernstein (born on July 12, 1988) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

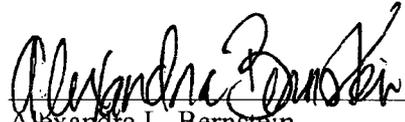
WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Alexandra L. Bernstein hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.



Alexandra L. Bernstein

OPPENHEIMER TRUST COMPANY

By: _____
Name:
Title:

STATE OF Florida §
COUNTY OF Palm Beach §

This instrument was acknowledged before me on this the 17th day of May, 2010, by Alexandra L. Bernstein.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission #DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

D Banks
Notary Public, State of Florida

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

Notary Public, State of _____

N: \WPDATA \drt \ Bernstein, Shirley & Simon \ Grandchildren's Trusts Successor Trustee Appointments

Name	Size	Type	Last Modified
✓ Alexandra Bernstein Appointment of Successor Trustee.DOC	33KB		Microsoft Word Document
	5/10/2010 4:45 PM		
✗ Carly Esther Friedstein Petition for Appointment of Successor Trustee.wpd	9,696	WordPerfect 12 Document	3/23/2010 2:24 PM
✓ Daniel Bernstein Petition for Appointment of Successor Trustee.wpd	9,814	WordPerfect 12 Document	3/23/2010 2:38 PM
✓ Eric Bernstein Appointment of Successor Trustee.DOC	29KB		Microsoft Word Document
	3/23/2010 2:33 PM		
Final Order for Carly Esther Friedstein.wpd	4,955	WordPerfect 12 Document	3/22/2010 2:37 PM
Final Order for Daniel Bernstein Trust.wpd	4,141	WordPerfect 12 Document	3/22/2010 2:35 PM
Final Order for Jake Bernstein.wpd	4,702	WordPerfect 12 Document	3/22/2010 2:37 PM
Final Order for Julia Iantoni.wpd	4,846	WordPerfect 12 Document	3/22/2010 2:36 PM
Final Order for Max Friedstein.wpd	4,791	WordPerfect 12 Document	3/22/2010 2:37 PM
Final Order Joshua Z. Bernstein.wpd	4,722	WordPerfect 12 Document	3/22/2010 2:35 PM
Grandchildren List.wpd	9,248	WordPerfect 12 Document	3/16/2010 3:49 PM
✓ Jake Bernstein Petition for Appointment of Successor Trustee.wpd	9,807	WordPerfect 12 Document	3/23/2010 2:38 PM
✓ Joshua Bernstein Petition for Appointment of Successor Trustee.wpd	9,817	WordPerfect 12 Document	3/23/2010 2:42 PM
✓ Julia Iantoni Petition for Appointment of Successor Trustee.wpd	10,010	WordPerfect 12 Document	3/23/2010 2:44 PM
	3/23/2010 2:44 PM		
✗ Max Friedstein Petition for Appointment of Successor Trustee.wpd	10,118	WordPerfect 12 Document	3/23/2010 2:47 PM
✓ Michael Bernstein Appointment of Successor Trustee.DOC	34KB		Microsoft Word Document
	5/10/2010 4:45 PM		
✓ Molly Simon Appointment of Successor Trustee.DOC	29KB	Microsoft Word Document	3/23/2010 2:33 PM
Simon Bernstein - Diana ltr 05-10-10.wpd	6,810	WordPerfect 12 Document	5/10/2010 4:47 PM
Simon Bernstein ltr 03-23-10.wpd	7,105	WordPerfect 12 Document	3/23/2010 3:37 PM

Robert Spallina

From: Diana Banks [diana@lifeinsuranceconcepts.com]
Sent: Monday, June 28, 2010 11:01 AM
To: Robert Spallina
Subject: RE: Molly

We are waiting on Max and Carly Friedstein's – the docs were printed on front and back. I will send what I have. Thanks

Diana Banks - Vice President of Administration

.....



Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Monday, June 28, 2010 10:54 AM
To: Diana Banks
Subject: RE: Molly

This should be everything? If so, please send us the originals..thx

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

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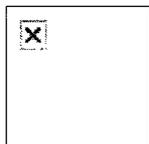
From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]

6/28/2010

Sent: Monday, June 28, 2010 10:38 AM
To: Robert Spallina
Subject: Molly

Diana Banks - Vice President of Administration

.....



Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

This communication (including attachments) may contain privileged and confidential information intended only for the recipient(s) named above. If you are not the intended recipient(s), you are hereby notified that any viewing, copying, dissemination or distribution of this communication is prohibited and may be subject to legal action. Please contact the sender immediately by reply e-mail and delete all copies of the original message.

6/28/2010

TS000759

THE MICHAEL BERNSTEIN IRREVOCABLE TRUST

**APPOINTMENT OF SUCCESSOR TRUSTEE
AND
ACCEPTANCE OF APPOINTMENT**

WHEREAS, the Michael Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Michael Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted its appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Michael Bernstein (born on March 12, 1992) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Michael Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.



Michael Bernstein

OPPENHEIMER TRUST COMPANY

By: _____

Name:

Title:

THE ERIC D. BERNSTEIN IRREVOCABLE TRUST

**APPOINTMENT OF SUCCESSOR TRUSTEE
AND
ACCEPTANCE OF APPOINTMENT**

WHEREAS, the Eric D. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Eric D. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted its appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Eric D. Bernstein (born on July 6, 1989) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

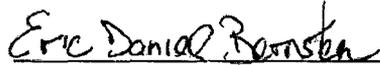
WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Eric D. Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.


Eric D. Bernstein

OPPENHEIMER TRUST COMPANY

By: _____
Name:
Title:

STATE OF Florida §
COUNTY OF Palm Beach §

May This instrument was acknowledged before me on this the 17th day of
2010, by Eric D. Bernstein.

NOTARY PUBLIC STATE OF FLORIDA
Diana E. ...
Commission # ... 7
Expires: MAY ...
THRU ATLANTIC BONDING CO., INC.

DBank
Notary Public, State of Florida

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of
_____, 2010, by _____, _____ of Oppenheimer
Trust Company, as the act and deed and on behalf of said entity.

Notary Public, State of _____

THE ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

**APPOINTMENT OF SUCCESSOR TRUSTEE
AND
ACCEPTANCE OF APPOINTMENT**

WHEREAS, the Alexandra L. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Alexandra L. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted its appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Alexandra L. Bernstein (born on July 12, 1988) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

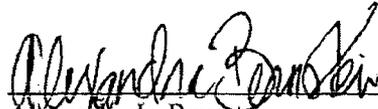
WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Alexandra L. Bernstein hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.



Alexandra L. Bernstein

OPPENHEIMER TRUST COMPANY

By: _____
Name:
Title:

STATE OF Florida §
COUNTY OF Palmer Beach §

This instrument was acknowledged before me on this the 17th day of May, 2010, by Alexandra L. Bernstein.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission #DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

D Banks
Notary Public, State of Florida

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

Notary Public, State of _____

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUSTIN
JOAN MAPILE
KIMBERLY MORAN
SUANN TESCHER

May 10, 2010

Personal & Confidential

VIA FEDERAL EXPRESS

Attn: Diana Banks
Life Insurance Concepts
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

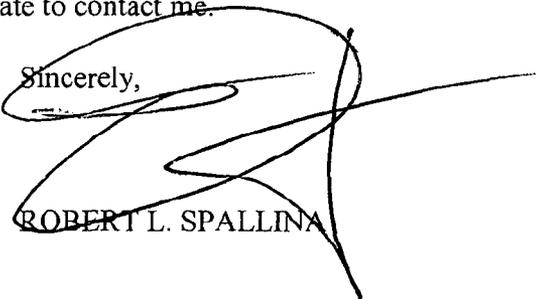
Re: Bernstein Family

Dear Diana:

Enclosed are the Appointments of Successor Trustee and Acceptance of Appointment for Ted's children's trusts designating Oppenheimer Trust Company as successor Trustee to Stanford Trust Company. Please have these signed by the respective children, and return them to our office in the enclosed Federal Express envelope.

If you have any questions, please do not hesitate to contact me.

Sincerely,



ROBERT L. SPALLINA

RLS/km

Enclosures



Shipment Receipt

**Outbound Shipment
Address Information**

Ship to:	Ship from:
Diana Banks	Kimberly Moran
TESCHER & SPALLINA	TESCHER & SPALLINA
950 PENINSULA CORPORATE CIR STE 3010	4855 Technology Way Suite 720
BOCA RATON, FL	BOCA RATON, FL
33487-1387	33431
US	US
561-988-8984	5619977008

Shipping Information

Tracking number: 793527618288
Date Created: 05/10/2010
Estimated shipping charges: 10.06

Package Information

Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1.0LBS
Declared value: 0.00 USD
Special Services: Process a Return Shipment
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information

Bill transportation to: Sender
Your reference: Bernstein/11087.001
P.O. no.:
Invoice no.:
Department no.:

**Return Shipment
Address Information**

Ship to:	Ship from:	Ship
Kimberly Moran	Kimberly Moran	Diana Banks
TESCHER & SPALLINA	TESCHER & SPALLINA	Life Insurance Concepts
4855 Technology Way	4855 Technology Way	950 PENINSULA CORPORATE CIR
Suite 720	Suite 720	STE 3010
BOCA RATON, FL	BOCA RATON, FL	BOCA RATON, FL
33431	33431	33487-1387
US	US	US
5619977008	5619977008	561-988-8984

Shipping Information

Tracking number: 798649606283
Estimated shipping charges:

Package Information

Return label type: Print
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
RMA no.:
Total weight: 1LBS
Declared value: 0.00USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information

Bill transportation to: Sender
Your reference: Bernstein/11087.001
P.O. no.:
Invoice no.:
Department no.:

THE ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

**APPOINTMENT OF SUCCESSOR TRUSTEE
AND
ACCEPTANCE OF APPOINTMENT**

WHEREAS, the Alexandra L. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Alexandra L. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted its appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Alexandra L. Bernstein (born on July 12, 1988) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Alexandra L. Bernstein hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Alexandra L. Bernstein

OPPENHEIMER TRUST COMPANY

By: _____
Name:
Title:

THE ERIC D. BERNSTEIN IRREVOCABLE TRUST

**APPOINTMENT OF SUCCESSOR TRUSTEE
AND
ACCEPTANCE OF APPOINTMENT**

WHEREAS, the Eric D. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Eric D. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted its appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Eric D. Bernstein (born on July 6, 1989) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Eric D. Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Eric D. Bernstein

OPPENHEIMER TRUST COMPANY

By: _____
Name:
Title:

THE MICHAEL BERNSTEIN IRREVOCABLE TRUST

**APPOINTMENT OF SUCCESSOR TRUSTEE
AND
ACCEPTANCE OF APPOINTMENT**

WHEREAS, the Michael Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Michael Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted its appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Michael Bernstein (born on March 12, 1992) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Michael Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Michael Bernstein

OPPENHEIMER TRUST COMPANY

By: _____
Name:
Title:

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN A. GALVANI

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

SUPPORT STAFF
DIANE DUSTIN
JOAN MAPILE
KIMBERLY MORAN
SUANN TESCHER

March 23, 2010

Personal & Confidential

VIA FEDERAL EXPRESS

Mr. Simon L. Bernstein
Life Insurance Concepts
950 Peninsula Corporate Circle
Suite 3010
Boca Raton, FL 33487

Re: Bernstein Family

Dear Si:

Enclosed are the Petitions to Appoint Successor Trustee (seven for the minor grandchildren) and the Appointments of Successor Trustee and Acceptance of Appointment (three for the adult grandchildren) for your grandchildren's trusts designating Oppenheimer Trust Company as successor Trustee to Stanford Trust Company. Please have these signed by the respective children and grandchildren, and return them to our office in the enclosed Federal Express envelope.

If you have any questions, please do not hesitate to contact me.

Sincerely,



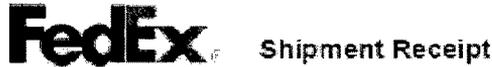
ROBERT L. SPALLINA

RLS/km

Enclosures

cc: Christopher Prindle
Donald R. Tescher, Esq.

TS000780



Shipment Receipt

**Outbound Shipment
Address Information**

Ship to:	Ship from:
Simon L. Bernstein	Kimberly Moran
TESCHER & SPALLINA	TESCHER & SPALLINA
950 PENINSULA CORPORATE CIR STE 3010	4855 Technology Way Suite 720
BOCA RATON, FL	BOCA RATON, FL
334871387	33431
US	US
5619888984	5619977008

Shipping Information

Tracking number: 793380315459
Date Created: 03/23/2010
Estimated shipping charges: 9.97

Package Information

Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1.0LBS
Declared value: 0.00 USD
Special Services: Process a Return Shipment
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information

Bill transportation to: Sender
Your reference: Bernstein/11187.001
P.O. no.:
Invoice no.:
Department no.:

**Return Shipment
Address Information**

Ship to:	Ship from:	Ship
Kimberly Moran	Simon L. Bernstein	
TESCHER & SPALLINA	TESCHER & SPALLINA	Life
Insurance Concepts	4855 Technology Way	950
PENINSULA CORPORATE CIR	Suite 720	STE
3010	BOCA RATON, FL	BOCA
BOCA RATON, FL	33431	
334871387	US	US
US	5619977008	
5619888984	5619888984	

Shipping Information

Tracking number: 798500917002
Estimated shipping charges:

Package Information

Return label type: Print
Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
RMA no.:
Total weight: 1LBS
Declared value: 0.00USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information

Bill transportation to: Sender
Your reference: Bernstein/11187.002
P.O. no.:
Invoice no.:
Department no.:

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: MICHAEL A. BERNSTEIN IRREVOCABLE
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioner, TED S. BERNSTEIN, as parent and natural guardian of MICHAEL A. BERNSTEIN, the minor beneficiary of the MICHAEL A. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, alleges:

1. The MICHAEL A. BERNSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the MICHAEL A. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement").
2. On September 5, 2007, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
7. Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
8. Ted S. Bernstein as parent and natural guardian of the Trust's beneficiary, Michael A. Bernstein, a minor born on March 12, 1992, desires to exercise Michael A. Bernstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppenheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioner respectfully requests that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on _____, 2010.

Ted S. Bernstein, Petitioner

Robert L. Spallina, Esq.
Attorney for Petitioner
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008
Fax: (561) 997-7308

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: CARLY ESTHER FRIEDSTEIN IRREVOCABLE
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, LISA FRIEDSTEIN and JEFF FRIEDSTEIN, as parents and natural guardians of CARLY ESTHER FRIEDSTEIN, the minor beneficiary of the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

1. The CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement").
2. On September 5, 2007, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
8. Lisa Friedstein and Jeff Friedstein as parents and natural guardians of the Trust's beneficiary, Carly Esther Friedstein, a minor born on February 17, 1998, desire to exercise Carly Esther Friedstein's right and power under Section 5.3 of the Trust

Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppenheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on _____, 2010.

Lisa Friedstein, Petitioner

Jeff Friedstein, Petitioner

Robert L. Spallina, Esq.
Attorney for Petitioner
Florida Bar No. 497381
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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: DANIEL BERNSTEIN IRREVOCABLE
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, ELIOT BERNSTEIN and CANDICE BERNSTEIN, as parents and natural guardians of DANIEL BERNSTEIN, the minor beneficiary of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

1. The DANIEL BERNSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Traci Kratish as the initial trustee (the "Trust Agreement").
2. On September 12, 2007, Tracy Kratish resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
7. Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
8. Eliot Bernstein and Candice Berstein as parents and natural guardians of the Trust's beneficiary, Daniel Bernstein, a minor born on November 26, 2002, desire to exercise Daniel Bernstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppenheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on _____, 2010.

Eliot Bernstein, Petitioner

Candice Bernstein, Petitioner

Robert L. Spallina, Esq.
Attorney for Petitioner
Florida Bar No. 497381
Teschler & Spallina, P.A.
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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JAKE BERNSTEIN IRREVOCABLE
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, ELIOT BERNSTEIN and CANDICE BERNSTEIN, as parents and natural guardians of JAKE BERNSTEIN, the minor beneficiary of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

1. The JAKE BERNSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Traci Kratish as the initial trustee (the "Trust Agreement").
2. On September 12, 2007, Tracy Kratish resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
8. Eliot Bernstein and Candice Berstein as parents and natural guardians of the Trust's beneficiary, Jake Bernstein, a minor born on January 1, 1999, desire to exercise Jake Bernstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppenheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on _____, 2010.

Eliot Bernstein, Petitioner

Candice Bernstein, Petitioner

Robert L. Spallina, Esq.
Attorney for Petitioner
Florida Bar No. 497381
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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JOSHUA Z. BERNSTEIN IRREVOCABLE
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, ELIOT BERNSTEIN and CANDICE BERNSTEIN, as parents and natural guardians of JOSHUA Z. BERNSTEIN, the minor beneficiary of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

1. The JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Traci Kratish as the initial trustee (the "Trust Agreement").
2. On September 12, 2007, Tracy Kratish resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
7. Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
8. Eliot Bernstein and Candice Berstein as parents and natural guardians of the Trust's beneficiary, Joshua Z. Bernstein, a minor born on August 27, 1997, desire to exercise Joshua Z. Bernstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppenheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on _____, 2010.

Eliot Bernstein, Petitioner

Candice Bernstein, Petitioner

Robert L. Spallina, Esq.
Attorney for Petitioner
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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JULIA IANTONI IRREVOCABLE
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, GUY IANTONI and JILL IANTONI, as parents and natural guardians of JULIA IANTONI, the minor beneficiary of the JULIA IANTONI IRREVOCABLE TRUST dated September 7, 2006, allege:

1. The JULIA IANTONI IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the JULIA IANTONI IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement").
2. On September 5, 2007, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
7. Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
8. Guy Iantoni and Jill Iantoni as parents and natural guardians of the Trust's beneficiary, Julia Iantoni, a minor born on January 7, 2001, desire to exercise Julia Iantoni's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppenheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on _____, 2010.

Guy Iantoni, Petitioner

Jill Iantoni, Petitioner

Robert L. Spallina, Esq.
Attorney for Petitioner
Florida Bar No. 497381
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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: MAX FRIEDSTEIN IRREVOCABLE
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

PETITION TO APPOINT SUCCESSOR TRUSTEE

Petitioners, LISA FRIEDSTEIN and JEFF FRIEDSTEIN, as parents and natural guardians of MAX FRIEDSTEIN, the minor beneficiary of the MAX FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006, allege:

1. The MAX FRIEDSTEIN IRREVOCABLE TRUST (the "Trust") was created and is held pursuant to that certain Trust Agreement for the MAX FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006, by and between Simon Bernstein, as settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement").
2. On September 5, 2007, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as successor Trustee.
3. On November 14, 2007, Stanford Trust Company accepted its appointment as successor Trustee of the Trust.
4. By Order of the United States District Court for the Northern District of Texas Dallas Division in *SEC v. Stanford International Bank, Ltd., et al*, Case No. 3-09CV0298-N, Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust, and can no longer appoint its successor.
5. The Trust Agreement does not designate a successor Trustee to Stanford Trust Company.
6. Under § 736.0704(2) of the Florida Statutes, a vacancy in trusteeship must be filled if a trust has no remaining trustees.
7. Section 5.3 of the Trust Agreement provides that "[w]henever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee."
8. Lisa Friedstein and Jeff Friedstein as parents and natural guardians of the Trust's beneficiary, Max Friedstein, a minor born on January 30, 1996, desire to exercise Max Friedstein's right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust.

9. Oppenheimer Trust Company desires to be appointed successor Trustee of the Trust.

WHEREFORE, the Petitioners respectfully request that Oppenheimer Trust Company be appointed as successor Trustee of the Trust.

UNDER PENALTIES OF PERJURY, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on _____, 2010.

Lisa Friedstein, Petitioner

Jeff Friedstein, Petitioner

Robert L. Spallina, Esq.
Attorney for Petitioner
Florida Bar No. 497381
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THE ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

**APPOINTMENT OF SUCCESSOR TRUSTEE
AND
ACCEPTANCE OF APPOINTMENT**

WHEREAS, the Alexandra L. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Alexandra L. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted its appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Alexandra L. Bernstein (born on July 12, 1988) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Alexandra L. Bernstein hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but both of which, when taken together, shall constitute one and the same instrument.

Alexandra L. Bernstein

OPPENHEIMER TRUST COMPANY

By: _____
Name:
Title:

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by Alexandra L. Bernstein.

Notary Public, State of _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2010, by _____, _____ of Oppenheimer Trust Company, as the act and deed and on behalf of said entity.

Notary Public, State of _____

THE MOLLY N. SIMON IRREVOCABLE TRUST

**APPOINTMENT OF SUCCESSOR TRUSTEE
AND
ACCEPTANCE OF APPOINTMENT**

WHEREAS, the Molly N. Simon Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Molly N. Simon Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted its appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Molly N. Simon (born on December 3, 1990) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Molly N. Simon hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Molly N. Simon

OPPENHEIMER TRUST COMPANY

By: _____
Name:
Title:

THE ERIC D. BERNSTEIN IRREVOCABLE TRUST

**APPOINTMENT OF SUCCESSOR TRUSTEE
AND
ACCEPTANCE OF APPOINTMENT**

WHEREAS, the Eric D. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Eric D. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Gerald R. Lewin resigned as Trustee of the Trust and appointed Stanford Trust Company as his successor on September 5, 2007;

WHEREAS, Stanford Trust Company accepted its appointment as successor Trustee of the Trust on November 14, 2007;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Eric D. Bernstein (born on July 6, 1989) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Eric D. Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Eric D. Bernstein

OPPENHEIMER TRUST COMPANY

By: _____

Name:

Title:

Robert Spallina

From: margaret.brown@bakerbotts.com
Sent: Thursday, March 11, 2010 12:41 PM
To: Robert Spallina
Cc: christopher.prindle@opco.com; JCoker@fits-inc.com; S.Loomis-Price@bakerbotts.com
Subject: Bernstein/Friedstein/Simon/Iantoni Trusts
Attachments: Molly SimonAppointment of Successor Trustee HOU01 1130805 1.DOC; Eric BernsteinAppointment of Successor Trustee HOU01 1130812 1.DOC; Alexandra BernsteinAppointment of Successor Trustee HOU01 1130387 1.DOC

Robert -

Pursuant to matters discussed in our telephone conference on Tuesday with Chris Prindle of Oppenheimer Trust Company, I am attaching suggested forms of Appointment of Successor Trustee/Acceptance of Appointment instruments to be considered for the Molly N. Simon, Eric D. Bernstein, and Alexandra L. Bernstein Irrevocable Trusts. Please let me know your comments to these instruments.

We would appreciate your sending an advance draft of any filing you prepare in connection with the anticipated judicial proceeding for the appointment of a successor trustee for the remainder of the Bernstein/Friedstein/Iantoni Trusts to Ms. Stephanie Loomis-Price of our firm, for her review. Stephanie may be reached by telephone at 713-229-1801 or by email at stephanie.loomis-price@bakerbotts.com.

I may be reached by telephone at 713-229-1987, and by email at margaret.brown@bakerbotts.com.

Please let Stephanie or me know if you have any questions or require any further information.

Best Regards -

Maggie Brown

<<Molly SimonAppointment of Successor Trustee HOU01 1130805 1.DOC>> <<Eric BernsteinAppointment of Successor Trustee HOU01 1130812 1.DOC>> <<Alexandra BernsteinAppointment of Successor Trustee HOU01 1130387 1.DOC>>

IRS Circular 230 Disclaimer: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

3/11/2010

TS000805

THE MOLLY N. SIMON IRREVOCABLE TRUST

**APPOINTMENT OF SUCCESSOR TRUSTEE
AND
ACCEPTANCE OF APPOINTMENT**

WHEREAS, the Molly N. Simon Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Molly N. Simon Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Stanford Trust Company was the last previous serving Trustee of the Trust;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, Section 5.10 of the Trust Agreement provides that if Gerald R. Lewin resigns or ceases to serve as Trustee, then Larry V. Bishins is appointed as Trustee of the Trust;

WHEREAS, Larry V. Bishins does not wish to serve as Trustee of the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Molly N. Simon (born on December 3, 1990) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Larry V. Bishins hereby declines to serve as successor Trustee of the Trust.

2. Molly N. Simon hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

3. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Larry V. Bishins

Molly N. Simon

OPPENHEIMER TRUST COMPANY

By: _____
Name:
Title:

THE ERIC D. BERNSTEIN IRREVOCABLE TRUST

**APPOINTMENT OF SUCCESSOR TRUSTEE
AND
ACCEPTANCE OF APPOINTMENT**

WHEREAS, the Eric D. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Eric D. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Stanford Trust Company was the last previous serving Trustee of the Trust;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, Section 5.10 of the Trust Agreement provides that if Gerald R. Lewin resigns or ceases to serve as Trustee, then Larry V. Bishins is appointed as Trustee of the Trust;

WHEREAS, Larry V. Bishins does not wish to serve as Trustee of the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Eric D. Bernstein (born on July 6, 1989) is the beneficiary of the Trust, and it is his desire and intent to exercise his right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Larry V. Bishins hereby declines to serve as successor Trustee of the Trust.

2. Eric D. Bernstein hereby exercises the right and power granted to him under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

3. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

Larry V. Bishins

Eric D. Bernstein

OPPENHEIMER TRUST COMPANY

By: _____
Name:
Title:

THE ALEXANDRA L. BERNSTEIN IRREVOCABLE TRUST

**APPOINTMENT OF SUCCESSOR TRUSTEE
AND
ACCEPTANCE OF APPOINTMENT**

WHEREAS, the Alexandra L. Bernstein Irrevocable Trust (the "Trust") was created and is held pursuant to that certain Trust Agreement for the Alexandra L. Bernstein Irrevocable Trust dated September 7, 2006, by and between Simon Bernstein, as Settlor, and Gerald R. Lewin, as the initial trustee (the "Trust Agreement");

WHEREAS, Stanford Trust Company was the last previous serving Trustee of the Trust;

WHEREAS, by Order of the Federal Court entered on April 23, 2009, in the matter entitled "Securities and Exchange Commission v. Stanford International Bank, Ltd., et al.," bearing Case Number 3-09CV0298-N in the United States District Court for the Northern District of Texas, Dallas Division (the "Federal Court"), Stanford Trust Company is deemed to have resigned or been removed as fiduciary for any and all fiduciary accounts, including the Trust;

WHEREAS, the Trust Agreement does not appoint or name a successor Trustee of the Trust as a result of Stanford Trust Company's ceasing to serve as Trustee;

WHEREAS, Section 5.3 of the Trust Agreement provides that "[w]henver a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee";

WHEREAS, Alexandra L. Bernstein (born on July 12, 1988) is the beneficiary of the Trust, and it is her desire and intent to exercise her right and power under Section 5.3 of the Trust Agreement to appoint Oppenheimer Trust Company as the successor Trustee of the Trust;

WHEREAS, Oppenheimer Trust Company desires to be appointed as successor Trustee of the Trust;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the premises:

1. Alexandra L. Bernstein hereby exercises the right and power granted to her under Section 5.3 of the Trust Agreement and appoints Oppenheimer Trust Company as the successor Trustee of the Trust.

2. Oppenheimer Trust Company hereby acknowledges its appointment as successor Trustee of the Trust, confirms its acceptance of the Trust, and agrees to abide by all the terms and provisions of the Trust Agreement with respect to the Trust.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names on the dates indicated in the acknowledgments below. This instrument may be executed in multiple counterparts, each of which shall constitute an original, but both of which, when taken together, shall constitute one and the same instrument.

Alexandra L. Bernstein

OPPENHEIMER TRUST COMPANY

By: _____
Name:
Title:

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

ATTORNEYS
DONALD R. TESCHER
ROBERT L. SPALLINA
BRADLEY I. VIALPANDO

TEL: 561-997-7008
FAX: 561-997-7308
TOLL FREE: 888-997-7008
WWW.TESCHERSPALLINA.COM

July 1, 2010

SUPPORT STAFF
DIANE DUSTIN
JOAN MAPILE
KIMBERLY MORAN
SUANN TESCHER

VIA HAND DELIVERY

Christopher Prindle, CFA
Oppenheimer Trust Company
4855 Technology Way, 4th Floor
Boca Raton, FL 33431

**Re: Shirley & Simon Bernstein - Grandchildren's Trusts Successor Trustee
Appointments**

Dear Chris:

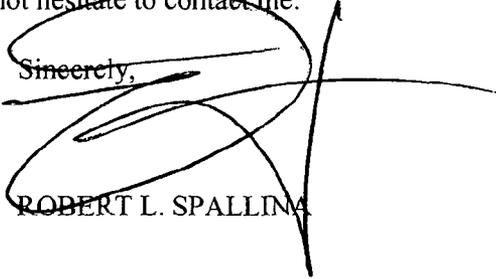
Enclosed for your files are certified Final Orders on Petitions to Appoint Successor Trustee designating Oppenheimer Trust Company as Successor Trustee of the following trusts:

1. Daniel Bernstein Irrevocable Trust dated September 7, 2006
2. Carly Esther Friedstein Irrevocable Trust dated September 7, 2006
3. Jake Bernstein Irrevocable Trust dated September 7, 2006
4. Max Friedstein Irrevocable Trust dated September 7, 2006
5. Julie Iantoni Irrevocable Trust dated September 7, 2006
6. Joshua Z. Bernstein Irrevocable Trust dated September 7, 2006

Also enclosed in duplicate are the Acceptance by Successor Trustee for the trusts. Please have them executed and notarized in duplicate, keep one original set for your files, and return one fully executed set of originals to our office.

If you have any questions, please do not hesitate to contact me.

Sincerely,



ROBERT L. SPALLINA

RLS/km

Enclosures

cc: Margaret Brown (w/o enc.)
Simon Bernstein (w/o enc.)
Donald R. Tescher, Esq. (w/o enc.)

TS000815

2010 JUL -8 AM 9:43
SHARON R. BOOK
PALM BEACH COUNTY CLERK
SOUTH CITY BRANCH OFFICE

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: DANIEL BERNSTEIN IRREVOCABLE TRUST
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

502010CP00 3123 XXXXSB

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

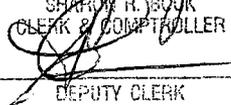
THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of DANIEL BERNSTEIN, a minor, as sole beneficiary of the DANIEL BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

- (A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.
- (B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.
- (C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.



CIRCUIT COURT JUDGE

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOOK
CLERK & COMPTROLLER
By 
DEPUTY CLERK

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006

2010 JUL -8 AM 9:42
SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CITY BRANCH

PROBATE DIVISION
FILE NUMBER:

502010CP003124XXXSA

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by LISA FRIEDSTEIN and JEFF FRIEDSTEIN as parents and natural guardians of CARLY ESTHER FRIEDSTEIN, a minor, as sole beneficiary of the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

- (A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.
- (B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.
- (C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.



CIRCUIT COURT JUDGE

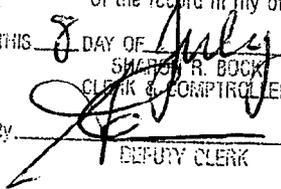


STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office.

THIS 8 DAY OF July 2010

SHARON R. BOCK
CLERK & COMPTROLLER

By 
DEPUTY CLERK

SHARON R. BOOK
PALM BEACH COUNTY
SOUTH CITY BRANCH
2010 JUL - 8 AM 9:43

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

502010CP003125XXXXSB

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of JAKE BERNSTEIN, a minor, as sole beneficiary of the JAKE BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

- (A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.
- (B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.
- (C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.



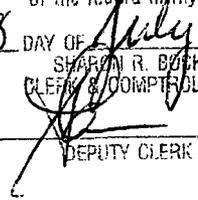
CIRCUIT COURT JUDGE

STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office.

THIS 8 DAY OF July, 2010

SHARON R. BOOK
CLERK & COMPTROLLER

By 
DEPUTY CLERK



2010 JUL - 8 AM 9:43
SHARON R. BOZAK
PALM BEACH COUNTY
SOUTH CITY BUILDING

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: MAX FRIEDSTEIN IRREVOCABLE
TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

502010 CP003126XXXXSB

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by LISA FRIEDSTEIN and JEFF FRIEDSTEIN as parents and natural guardians of MAX FRIEDSTEIN, a minor, as sole beneficiary of the MAX FRIEDSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

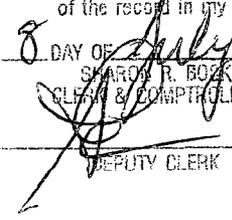
- (A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.
- (B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.
- (C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the MAX FRIEDSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.



CIRCUIT COURT JUDGE



STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office.
THIS 8 DAY OF July, 2010
SHARON R. BOZAK
CLERK & COMPTROLLER
By 
DEPUTY CLERK

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JULIA IANTONI IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

2010 JUL - 8 AM 9:43
SHARON R. BOZIK
PALM BEACH COUNTY
SOUTH CITY BRANCH

502010 CP00 3127XXXXSB

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by GUY IANTONI and JILL IANTONI as parents and natural guardians of JULIA IANTONI, a minor, as sole beneficiary of the JULIA IANTONI IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

- (A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.
- (B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.
- (C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JULIA IANTONI IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.



CIRCUIT COURT JUDGE

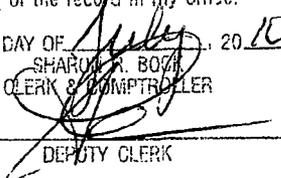


STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office.

THIS 8 DAY OF July, 2010

SHARON R. BOZIK
CLERK & COMPTROLLER

By 
DEPUTY CLERK

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

In Re: JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006

PROBATE DIVISION
FILE NUMBER:

502010 CP 003128XXXX58

2010 JUL -8 AM 9:43
SHARON R. ROCK
PALM BEACH COUNTY
SOUTH CITY BRANCH

FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE

THIS CAUSE came before the Court on the Petition to Appoint Successor Trustee filed by ELIOT BERNSTEIN and CANDICE BERNSTEIN as parents and natural guardians of JOSHUA Z. BERNSTEIN, a minor, as sole beneficiary of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST, and the Court, after reviewing the Petition, hearing argument of counsel, and being otherwise fully advised in the premises holds as follows:

- (A) All parties are before this Court, either by appearance, waiver and consent, or representation by counsel.
- (B) This Court has jurisdiction pursuant to Sections 736.0201 and 736.0202 of the Florida Statutes to grant the relief requested.
- (C) Oppenheimer Trust Company is hereby appointed as successor Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST dated September 7, 2006.

Done and Ordered in Chambers at Palm Beach County, Florida this 8 day of July 2010.



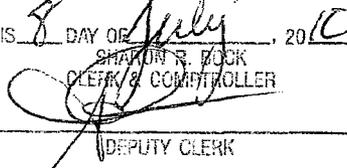
CIRCUIT COURT JUDGE

STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office.

THIS 8 DAY OF July, 2010

 SHARON R. ROCK
CLERK & COMPTROLLER

By 
DEPUTY CLERK

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the DANIEL BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003123XXXXSB, does hereby accept its appointment as Successor Trustee of the DANIEL BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this ____ day of _____, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

Print Name: _____

By: _____

Print Name: _____

Its: _____

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this _____ day of July, 2010, by _____ as _____ of OPPENHEIMER TRUST COMPANY.

Signature - Notary Public

Print, type or stamp name of Notary Public

- Personally Known
- Produced Identification/Type of Identification Produced _____

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003124XXXXSB, does hereby accept its appointment as Successor Trustee of the CARLY ESTHER FRIEDSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this _____ day of _____, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

Print Name: _____

By: _____

Print Name: _____

Its: _____

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this _____ day of July, 2010, by _____ as _____ of OPPENHEIMER TRUST COMPANY.

Signature - Notary Public

Print, type or stamp name of Notary Public

- Personally Known
- Produced Identification/Type of Identification Produced _____

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JAKE BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003125XXXXSB, does hereby accept its appointment as Successor Trustee of the JAKE BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this ____ day of _____, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

Print Name: _____

By: _____

Print Name: _____

Its: _____

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this _____ day of July, 2010, by _____ as _____ of OPPENHEIMER TRUST COMPANY.

Signature - Notary Public

Print, type or stamp name of Notary Public

- Personally Known
- Produced Identification/Type of Identification Produced _____

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the MAX FRIEDSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003126XXXXSB, does hereby accept its appointment as Successor Trustee of the MAX FRIEDSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this ____ day of _____, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

Print Name: _____

By: _____

Print Name: _____

Its: _____

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this _____ day of July, 2010, by _____ as _____ of OPPENHEIMER TRUST COMPANY.

Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known

Produced Identification/Type of Identification Produced _____

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JULIE IANTONI IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003127XXXXSB, does hereby accept its appointment as Successor Trustee of the JULIE IANTONI IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this ____ day of _____, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

Print Name: _____

By: _____

Print Name: _____

Its: _____

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this _____ day of July, 2010, by _____ as _____ of OPPENHEIMER TRUST COMPANY.

Signature - Notary Public

Print, type or stamp name of Notary Public

- Personally Known
- Produced Identification/Type of Identification Produced _____

ACCEPTANCE BY SUCCESSOR TRUSTEE

THE UNDERSIGNED, pursuant to the FINAL ORDER ON PETITION TO APPOINT SUCCESSOR TRUSTEE dated July 8, 2010, by the Circuit Court for Palm Beach County, South Palm Beach County Division, in the matter of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST DATED SEPTEMBER 7, 2006, Case No. 502010CP003128XXXXSB, does hereby accept its appointment as Successor Trustee of the JOSHUA Z. BERNSTEIN IRREVOCABLE TRUST, dated September 7, 2006, and hereby agrees to administer said Trust in accordance with the terms contained therein, effective immediately.

IN WITNESS WHEREOF, THE UNDERSIGNED has executed this Acceptance by Successor Trustee on this ____ day of _____, 2010.

Witnesses:

OPPENHEIMER TRUST COMPANY

Print Name: _____

By: _____

Print Name: _____

Its: _____

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this _____ day of July, 2010, by _____ as _____ of OPPENHEIMER TRUST COMPANY.

Signature - Notary Public

Print, type or stamp name of Notary Public

- Personally Known
- Produced Identification/Type of Identification Produced _____

Robert Spallina

From: margaret.brown@bakerbotts.com
Sent: Thursday, July 08, 2010 3:25 PM
To: Robert Spallina
Cc: jcoker@fits-inc.com; Lauren Galvani
Subject: RE: Acceptance by Successor Trustee

Yes, then we would prefer originals.

Thanks so much -

Maggie

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, July 08, 2010 2:16 PM
To: Brown, Margaret
Cc: jcoker@fits-inc.com; GalvanLauren i
Subject: RE: Acceptance by Successor Trustee

Good catch Maggie. We will make the change and get everything to you as soon as they are available. Do you want originals of the acceptance documents from Oppenheimer? They will not be file-stamped from the court.

Thanks,

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

If you would like to learn more about TESCHER & SPALLINA, P.A., please visit our website at www.tescherspallina.com

The information contained in this message is legally privileged and confidential information intended only for the use of the individual or entity named above. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify us by e-mail or telephone. Thank you.

From: margaret.brown@bakerbotts.com [mailto:margaret.brown@bakerbotts.com]
Sent: Thursday, July 08, 2010 2:42 PM
To: Robert Spallina
Cc: jcoker@fits-inc.com
Subject: Acceptance by Successor Trustee

Robert -

My only comment to the Acceptance instrument is to suggest revising the words "I have" in the line beginning with "IN WITNESS WHEREOF, . . ." instead to "the undersigned has".

We would appreciate receiving file-stamped executed copies of the Acceptance instruments (as well as the related Orders) for our files.

7/8/2010

Please let me know if you have any questions, and thank you for your assistance.

Maggie Brown
713-229-1987

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, July 08, 2010 11:12 AM
To: Brown, Margaret
Subject: FW: Acceptance by Successor Trustee

Maggie – we did get all the orders signed today. Please approve the attached form of acceptance for Oppenheimer to sign in connection with the six trusts. Each of the documents will be identical except for the case number and trust name. Thank you

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From: Lauren Galvani
Sent: Thursday, July 08, 2010 12:04 PM
To: Robert Spallina
Subject: Acceptance by Successor Trustee

Lauren A. Galvani, Esq.
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7/8/2010

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7/8/2010

TS000830

Robert Spallina

From: margaret.brown@bakerbotts.com
Sent: Tuesday, July 06, 2010 4:38 PM
To: Robert Spallina
Cc: jcoker@fits-inc.com
Subject: Stanford Trust Company - Simon Bernstein Grandchildren's Trusts
Robert -

I appreciate your sending us the attached Petitions. I do have one question: each of the trust agreements provides that if the initial trustee of the particular trust ceases to serve, then Mr. Larry V. Bishins is appointed as successor trustee. Is there an instrument on file whereby Mr. Bishins has previously waived his right to serve as a successor trustee?

When the Orders appointing Oppenheimer have been entered by the court, we would appreciate your sending us file-stamped copies, together with filed-stamped copies of Oppenheimer's acceptance of its appointments.

Also, I believe at this point there are four adult Bernstein grandchildren: Michael A. Bernstein, Alexandra L. Bernstein, Eric D. Bernstein, and Molly N. Simon. I had previously prepared suggested documents providing for Alexandra, Eric and Molly (at the time Michael not having yet reached the age of 18) to appoint the successor trustee of his or her trust in accordance with the terms of his or her trust agreement. Can you tell me the status of the execution of these (or similar) documents? Also, are you going to prepare a similar appointment document for Michael?

Thank you for your assistance. If you have any questions, please call or email me.

Best Regards -

Maggie Brown
713-229-1987

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, July 01, 2010 9:14 AM
To: Brown, Margaret
Subject: Bernstein

Dear Margaret -- we finally received the last of the signed petitions for the minor grandchildren and will be walking through the petitions next week to get the orders designating Oppenheimer as successor Trustee to Stanford. Attached are copies of the signed petitions we are filing for your records.

Pursuant to the provisions of Internal Revenue Service Circular 230 that apply to written advice provided by Federal tax practitioners, please be advised (a) that if any advice herein relating to a Federal tax issue would, but for this disclaimer, constitute a "reliance opinion" within the meaning of Circular 230, such advice is not intended or written to be used, and cannot be used by the affected taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer, and (b) any written statement contained herein relating to any Federal tax issue may not be used by any person to support the promotion or marketing of, or to recommend, any Federal tax transaction(s) or matter(s) addressed herein. We would be happy to discuss the effect of this disclaimer, and alternatives to this disclaimer, with you if desired.

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7/7/2010

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7/7/2010

TS000832

TRUST AGREEMENT
FOR THE
MOLLY N. SIMON IRREVOCABLE TRUST

September 7, 2006

TRUST AGREEMENT
FOR THE
MOLLY N. SIMON IRREVOCABLE TRUST

SIMON BERNSTEIN, as Settlor, hereby creates the Molly N. Simon Irrevocable Trust ("the Trust") on September 7, 2006. Gerald R. Lewin is the trustee of this Trust and, in that capacity, he and his successors are collectively referred to in this Trust Agreement as the "Trustee."

ARTICLE 1
BENEFICIARY

This Trust is for the benefit of the Settlor's Grandchild, MOLLY N. SIMON ("Beneficiary").

ARTICLE 2
TRANSFERS TO TRUST

The Settlor hereby conveys to the Trustee all his interest in the assets listed on Schedule A, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Assets do not have to be listed on Schedule A to be part of the Trust Estate. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust Agreement. The Trustee acknowledges receipt of the current Trust assets and agrees to hold the Trust Estate as set forth in this Trust Agreement.

ARTICLE 3
IRREVOCABLE PROVISION

The Settlor declares that he has no right to alter, amend, modify, or revoke this Trust Agreement; to withdraw assets from the Trust; or to require changes in the investments of the Trust. No part of the Trust may ever revert to the Settlor, be used for his benefit, or be distributed in discharge of his legal obligations.

ARTICLE 4
ADMINISTRATION OF TRUST

The Trustee shall hold, administer, and distribute the Trust Estate in accordance with the powers granted under this Trust Agreement as follows:

INITIALS _____
MOLLY N. SIMON IRREVOCABLE TRUST

4.1 Discretionary Distributions. The Trustee shall pay or apply such sums of principal from this Trust as in the Trustee's discretion are necessary or advisable for Beneficiary's health, education, support, and maintenance.

4.2 Distribution of Principal. When Beneficiary has reached age 21, the trustee shall distribute one-half (½) of the corpus of trust to Beneficiary plus accrued income. When Beneficiary has reached age 25 the Trustee shall distribute the entire remaining principal balance of the corpus of the trust to Beneficiary plus accrued income.

4.3 Distribution Upon Death Before Age 25. Upon the death of Beneficiary prior to age 25, the Trustee shall distribute the remaining assets in the trust to the estate of Beneficiary.

**ARTICLE 5
PROVISIONS GOVERNING TRUSTEES**

The following provisions apply to all Trustees appointed under this Trust Agreement:

5.1 Incapacity of Trustee. If any Trustee becomes disabled, he or she will immediately cease to act as Trustee. If a Trustee who ceases to serve because of a disability, or who is suspended, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

5.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to the Settlor if he is then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

5.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust Agreement, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, or the beneficiary shall appoint a successor Corporate Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee. In no event may the Settlor ever be appointed as the Trustee under this Trust Agreement nor shall a Successor trustee be appointed that will cause this trust to be a grantor trust.

5.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee.

5.5 Accountings. Accountings must be given to the beneficiary of each trust at least annually (quarterly if a Corporate Trustee is serving). The accountings must show the assets held in trust and all receipts and disbursements. A beneficiary's written approval of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary fails to object to an accounting within six months of receiving it, his or her approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting.

5.6 Acts by Other Fiduciaries. The Trustee is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

5.7 Court Supervision. The Settlor waives compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

5.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During the Settlor's lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by the Settlor in writing.

5.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

5.10 Successor Trustee. In the event the initial Trustee, Gerald R. Lewin, resigns or ceases to serve as Trustee, then and in that event, I hereby appoint Larry V. Bishins to serve as Trustee.

**ARTICLE 6
PROTECTION OF INTERESTS**

The interest of any beneficiary under this Trust Agreement, in either income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary, whether voluntarily or involuntarily, and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

**ARTICLE 7
FIDUCIARY POWERS**

The Settlor grants to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiary of this Trust or any trust created under it. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

7.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

7.2 Original Assets. Except as otherwise provided to the contrary, to retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

7.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

7.4 Specific Securities. To invest in assets, securities, or interests in securities of any nature, including (without limit) commodities, options, futures, precious metals, currencies, and in domestic and foreign markets and in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee or by syndicates of which it is a member; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

7.5 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, restrictions, and covenants as the Trustee sees fit. A lease will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

7.6 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

7.7 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

7.8 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings.

7.9 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any incapacitated person according to the terms

of this Trust Agreement by making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; or by applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment. No distributions may be made to the Settlor under this Section.

7.10 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

7.11 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

7.12 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

7.13 Settle Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, to agree to any rescission or modification of any contract or agreement, and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

7.14 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

7.15 Partnership Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

7.16 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust Agreement, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property. All power to make such distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.17 Expenses. An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

7.18 Terminate Small Trusts. To exercise its discretion to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust as provided in Section 7.9 to the income beneficiary of that trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the beneficiaries at that time. This power cannot be exercised by the Settlor or any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

7.19 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, and, in addition, may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

7.20 Use of Income. Except as otherwise provided in this Trust Agreement, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust Agreement, without accountability to any beneficiary.

7.21 Valuations. In making distributions or allocations under the terms of this Trust Agreement to be valued as of a particular date, the Trustee may use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

7.22 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

7.23 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

7.24 Advances. To make cash advances or loans to beneficiaries, with or without security.

7.25 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

7.26 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

7.27 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer.

7.28 Transfer Situs. To transfer the situs of any trust or any trust property to any other jurisdiction as often as the Trustee deems advisable, and if necessary to appoint

a substitute or ancillary Trustee to act with respect to that property. The Trustee may delegate to the substitute Trustee any or all of the powers given to the Trustee; may elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and may remove any acting or substitute Trustee and appoint another, or reappoint itself, at will.

7.29 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust Agreement acting individually, or any relative of such a party.

7.30 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

**ARTICLE 8
SUBCHAPTER S STOCK**

Despite any other provisions of this Trust Agreement, if a trust created in this instrument is to become the owner of, or already owns, stock in a corporation that has an election in effect (or one that proposes to make an election) under Section 1362 of the Internal

Revenue Code (an "S Corporation"), and that trust would not otherwise be permitted to be an S Corporation shareholder, the following provisions will apply:

8.1 Electing Small Business Trust. The Trustee in its discretion may elect for the trust to become an Electing Small Business Trust ("ESBT") as defined in the Internal Revenue Code.

8.2 Qualified Subchapter S Trust. If the Trustee does not cause the trust to become an ESBT, the Trustee shall set aside the S Corporation stock in a separate trust for the current income beneficiary of such trust, so that a Qualified Subchapter S Trust ("QSST") election under Section 1361 of the Internal Revenue Code can be filed with respect to that trust. The Trustee shall hold each share as a separate QSST for the persons described above, and each such person will be the sole beneficiary of his or her QSST. To the greatest extent possible, the Trustee shall administer each QSST under the terms of the trust from which it was derived, but subject to the following overriding provisions:

(a) **Consent.** The Trustee shall notify the beneficiary of each separate trust promptly that a QSST election must be filed with the Internal Revenue Service. Thereafter, each beneficiary shall file a timely and proper QSST election with the Internal Revenue Service. If a beneficiary fails or refuses to make the QSST election, the Trustee shall make an ESBT election for that trust. If the beneficiary does make the QSST election, then his or her separate trust will be administered as set forth below.

(b) **Income Payments.** During the beneficiary's life, the Trustee shall pay all net income of the trust to the beneficiary (and only to that beneficiary) in quarterly or more frequent installments. The beneficiary's income interest in the trust will terminate on the earlier of his or her death or the termination of the trust under its terms.

(c) **Principal Invasions.** If the beneficiary is otherwise entitled to receive principal distributions, the Trustee may distribute principal from that separate trust during the beneficiary's life only to or for the benefit of that beneficiary (and no one else).

(d) **Final Distribution.** If the QSST is terminated during the beneficiary's life, the Trustee shall distribute all remaining assets of that separate trust to that beneficiary. If the beneficiary dies before that trust's termination, all remaining assets of the QSST are to be distributed as provided in the original trust, but subject to this article.

(e) **Termination of QSST Status.** If a separate trust would cease to qualify as an S Corporation shareholder, the Trustee in its discretion may: (i) make an ESBT election for that separate trust, or (ii) distribute all S Corporation stock to the

beneficiary. The Trustee in its discretion also may convert a QSST to an ESBT, whether or not the beneficiary has consented to QSST treatment and, if the beneficiary consents, may convert an ESBT into a QSST.

**ARTICLE 9
PERPETUITIES PROVISION**

Despite any contrary provisions of this Trust Agreement, from the creation of this Trust and for up to 21 years after the death of the last of the Settlor's grandparents' descendants who are living at the creation of this Trust, a trust beneficiary (which includes persons succeeding to the interest of a deceased beneficiary) will be entitled to terminating distributions only at the ages specified in this Trust Agreement. In all events, however, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the 21 year period described above.

**ARTICLE 10
ADMINISTRATION AND CONSTRUCTION**

10.1 Rules for Distributions. In making distributions to beneficiaries under this Trust Agreement, the Trustee must use the following criteria.

(a) **Other Resources.** Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee can make decisions without taking into account any information about the beneficiary's other available income and resources. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) **Trustee's Decision.** Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) **Standard of Living.** Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

10.2 Funding Gifts. The following rules will apply to funding gifts under this Trust Agreement.

(a) **Pecuniary Gifts.** All pecuniary gifts under this Trust Agreement that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts.

The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

10.3 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

10.4 Estate Tax on Included Property. If assets of any trust created under this Trust Agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) **Appointed Assets.** If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) **Other Assets.** If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) **Certification and Payment.** The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

10.5 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Definitions. As used in this Trust Agreement, the following terms have the meanings set forth below:

(a) **Trustees.**

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INITIALS _____
MOLLY N. SIMON IRREVOCABLE TRUST

- (1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is not the Settlor or a beneficiary, and who is not a Related Person as to the Settlor or a beneficiary (if the Settlor or the beneficiary, respectively, is living and participated in that person's appointment). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust Agreement requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.
- (2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person to the Settlor. A bank or trust company that does not meet this requirement cannot serve as Trustee.

(b) **Internal Revenue Code Terms.**

- (1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.
- (2) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books,

fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

- (3) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) **Other Terms.**

- (1) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.
- (2) **Disabled or under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, or (iii) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (iii) above, and all persons may rely conclusively on such a certificate.
- (3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.
- (4) The words **will** and **shall** are used interchangeably in this Trust Agreement and mean, unless the context clearly indicates otherwise, that the Trustee must take the action

indicated; as used in this Trust Agreement, the word **may** means that the Trustee has the discretionary authority to take the action but is not automatically required to do so.

11.2 Powers of Appointment. The following provisions relate to all powers of appointment under this Trust Agreement.

- (a) A **general power of appointment** granted to a person is one that can be exercised in favor of that person or his or her estate, his or her creditors, or the creditors of his or her estate.
- (b) A **special power of appointment** is any power that is not a general power.
- (c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A "testamentary power of appointment" may not be exercised in favor of the person possessing the power.
- (d) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

11.3 Notices. Any person entitled or required to give notice under this Trust Agreement shall exercise that power by a written instrument clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts.

11.4 Certifications.

(a) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the Trust Agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of

birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false.

(b) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by the Settlor; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

11.5 Applicable Law. All matters involving the validity and interpretation of this Trust Agreement are to be governed by Florida law. Subject to the provisions of this Trust Agreement, all matters involving the administration of a trust are to be governed by the laws of the jurisdiction in which the trust has its principal place of administration.

11.6 Gender and Number. Reference in this Trust Agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

11.7 Further Instruments. The Settlor agrees to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

11.8 Binding Effect. This Trust Agreement extends to and is binding upon the Settlor's Personal Representative, successors, and assigns, and upon the Trustee.

Executed as of the date first written above.

Signed in the presence of:

SETTLOR

Juliana M

Simon Bernstein

Simon Bernstein

Tracey H J

Two witnesses as to Simon Bernstein

Signed in the presence of:

TRUSTEE

Juliana M

Gerald R. Lewin

Gerald R. Lewin

Tracey H J

Two witnesses as to Gerald R. Lewin

Schedule A
Initial Transfers to Trust

Transfer of 6 shares of LIC Holdings, Inc.



STANFORD TRUST COMPANY
 445 North Blvd, Suite 820
 Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
 Trustee for The Molly N. Simon
 Irrevocable Trust
 STBR10041

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Molly Simon
 c/o Simon Bernstein
 15807 Menton Bay Ct.
 Delray Beach, FL 33446

Account Summary

Statement of Value and Activity

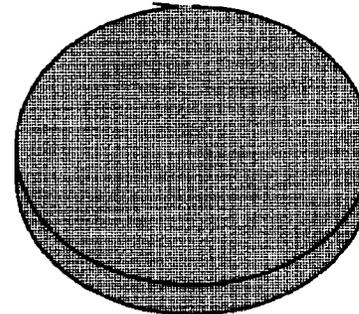
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/07 to 12/31/07</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
■	100% Cash & Equivalents	\$17,073.86
	100% Total Assets Value	\$17,073.86



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.

**STANFORD TRUST COMPANY**

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

Cover Page**Statement of Value and Activity**

October 1, 2007 - December 31, 2007

Stanford Trust Company Successor
Trustee for The Molly N. Simon
Irrevocable Trust
STBR10041

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Molly Simon
c/o Simon Bernstein
15807 Menton Bay Ct.
Delray Beach, FL 33446



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Account Summary

Statement of Value and Activity

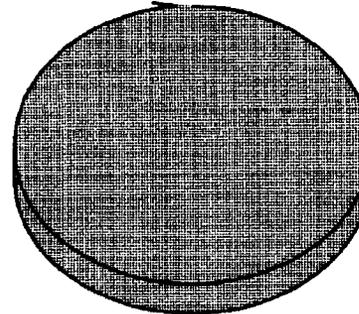
October 1, 2007 - December 31, 2007

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/07 to 12/31/07</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$17,073.86	\$17,073.86
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	\$0.00	\$0.00
Income	\$0.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$0.00	\$0.00
Ending Market Value	\$17,073.86	\$17,073.86
Realized Gains/Losses (Included in Total Above)	\$0.00	\$0.00

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
100%	Cash & Equivalents	\$17,073.86
100%	Total Assets Value	\$17,073.86



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

Transaction Summary

Statement of Value and Activity

October 1, 2007 - December 31, 2007

Transaction Summary

Transaction Category	Principal Cash	Income Cash
Beginning Cash Balance on 10/1/07	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$0.00
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$17,073.86	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$17,073.86	\$0.00
Disbursements		
Distributions	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Expenses	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Total Disbursements	\$0.00	\$0.00
Purchases	-\$17,073.86	\$0.00
Sales/Maturities	\$0.00	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 12/31/07	\$0.00	\$0.00

Pending Trades

Statement of Value and Activity

October 1, 2007 - December 31, 2007

No pending trades.



STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Relationship Manager: Christopher Prindle
Phone #: (561) 544-8300

Administrator: Eliska M. Lynch
Phone #: (225) 381-0542

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Statement of Value and Activity

January 1, 2008 - March 31, 2008

Stanford Trust Company Successor
Trustee for The Molly N. Simon
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STBR10041

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Please visit our website @ www.stanfordtrustco.com

Simon Bernstein
950 Peninsula Corp. Circle, Ste 3010
Boca Raton, FL 33487-1387

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STANFORD TRUST COMPANY

445 North Blvd, Suite 820
Baton Rouge, LA 70802

Market Value Reconciliation

	<i>This Period</i>	<i>1/1/08 to 3/31/08</i>
Beginning Market Value	\$0.00	\$0.00
Additions	\$120,000.00	\$120,000.00
Distributions	\$0.00	\$0.00
Fees/Expenses/Taxes	-\$6,726.58	-\$6,726.58
Income	\$491.85	\$491.85
Capital Gain Distributions	\$0.00	\$0.00
Non Cash Asset Changes	\$0.00	\$0.00
Asset Transfers	\$0.00	\$0.00
Change in Market Value	\$12,098.69	\$12,098.69
Ending Market Value	\$125,863.96	\$125,863.96
Realized Gains/Losses (Included in Total Above)	-\$52.67	-\$52.67

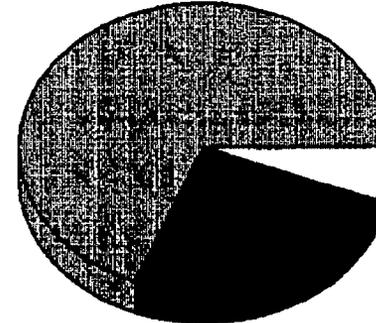
Account Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Allocation Summary

	<i>Asset Class</i>	<i>Balance</i>
69%	Equity	\$90,739.32
25%	Fixed Income	\$32,811.35
6%	Cash & Equivalents	\$8,490.33
100%	Total Assets Value	\$132,041.00
	Total Liabilities Value	-\$6,177.04
	Total Portfolio Value	\$125,863.96



Investment Objective: Balanced Growth - Seeks to provide current income with the opportunity for long-term growth of capital

0025673 - 0600127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Powershares Dynamic Mid Cap Growth CUSIP: 73935X807	256.00	\$20.49	\$5,245.44	\$5,581.06	-\$335.62	\$0.00
			\$18,654.54	\$19,442.41	-\$787.87	\$64.87
<i>Equity International Developed</i>						
ING Global Real Estate Fd-A CUSIP: 44980R326	344.75	\$19.75	\$6,808.73	\$6,857.00	-\$48.27	\$374.05
Vanguard European ETF CUSIP: 922042874	140.00	\$68.79	\$9,630.60	\$9,812.66	-\$182.06	\$329.84
			\$16,439.33	\$16,669.66	-\$230.33	\$703.89
<i>Equity International Emerging</i>						
Wiedomtree Emg Mkts H/Y Equity CUSIP: 97717W315	77.00	\$52.09	\$4,010.93	\$4,206.65	-\$195.72	\$37.58
			\$4,010.93	\$4,206.65	-\$195.72	\$37.58
<i>Equity International Diverse</i>						
American Capital World G&I-F CUSIP: 140543406	161.87	\$40.91	\$6,622.27	\$6,888.94	-\$266.67	\$160.42
iShares MSCI Brazil Index Fund CUSIP: 464286400	65.00	\$77.03	\$5,006.95	\$5,620.07	-\$613.12	\$100.69
iShares MSCI Hong Kong CUSIP: 464286871	148.00	\$17.95	\$2,656.60	\$2,809.04	-\$152.44	\$56.09
iShares MSCI Singapore CUSIP: 464286673	213.00	\$12.77	\$2,720.01	\$2,728.34	-\$8.33	\$108.42
iShares MSCI United Kingdom CUSIP: 464286699	123.00	\$21.56	\$2,651.88	\$2,810.32	-\$158.44	\$103.81

0025674-0901127

Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Description	Shares/Par Value	Current Price	Market Value	Tax Cost	Unrealized G/L	Est. Ann. Income
Pioneer Global High Yield Fund CUSIP: 72369G108	612.94	\$11.06	\$6,779.07	\$8,858.75	-\$79.68	\$819.68
Total Fixed Income			\$62,811.35	\$39,067.58	-\$196.23	\$2,287.89
Total All Assets			\$132,041.00	\$130,786.46	-\$4,922.50	\$3,919.71
Liabilities						
Income Cash			-\$6,177.04			
Total Liabilities			-\$6,177.04	\$0.00	\$0.00	\$0.00
Total All Liabilities			-\$6,177.04	\$0.00	\$0.00	\$0.00
Portfolio Grand Total			\$125,863.96	\$130,786.46	-\$4,922.50	\$3,919.71

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Transaction Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Details By Category

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
1/1/08	Beginning Balance	\$0.00	\$0.00	
	Receipts			
	Dividend Income			
1/2/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 12/1/07 to 12/31/07	\$0.00	\$13.61	\$0.00
2/1/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 1/1/08 to 1/31/08	\$0.00	\$64.52	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income Prime Obl #34 Dividend from 2/1/08 to 2/29/08	\$0.00	\$211.92	\$0.00
3/3/08	Cash Receipt of Dividend Earned on SEI Daily Income TR Treas #38 CL A Dividend from 2/1/08 to 2/29/08	\$0.00	\$77.28	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Oppenheimer Intl Bond Fd-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$4.64	\$0.00
3/3/08	Cash Receipt of Dividend Earned on Pioneer Global High Yield-A Dividend from 2/1/08 to 2/29/08	\$0.00	\$1.75	\$0.00
3/24/08	Cash Receipt of Dividend Earned on American Capital World G&I-F \$0.1983/Unit on 161.075 Units Due 3/24/08	\$0.00	\$31.94	\$0.00
3/26/08	Cash Receipt of Dividend Earned on Loomis Sayles Bond Fund-Ret \$0.0821/Unit on 1,049.826 Units Due 3/25/08	\$0.00	\$86.19	\$0.00
		<u>\$0.00</u>	<u>\$491.85</u>	

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
	Taxes			
3/17/08	Cash Disbursement Paid to United States Treasury Federal Estimated Tax Payments Paid for Molly Simon IRREV Trust 1/15/08 Estimated Tax - 2007 Form 1041-Es	\$0.00	-\$6,250.00	\$0.00
		\$0.00	-\$6,250.00	
Total Disbursements		-\$57.69	-\$6,668.89	
	Purchases			
	Purchases			
1/2/08	Purchased 13.61 Units of SEI Daily Income Prime Obl #34 Trade Date 12/31/07 Posted Thru Mfd Income Reinvestment of Income Received 12/31/07	-\$13.61	\$0.00	\$0.00
2/1/08	Purchased 64.52 Units of SEI Daily Income Prime Obl #34 Trade Date 1/31/08 Reinvestment of Income Received 1/31/08	-\$64.52	\$0.00	\$0.00
2/5/08	Purchased 120,000 Units of SEI Daily Income Prime Obl #34 Trade Date 2/5/08	-\$120,000.00	\$0.00	\$0.00
2/20/08	Purchased 137,151.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/20/08	-\$137,151.99	\$0.00	\$0.00
2/28/08	Purchased 514.018 Units of Allegiant Mid Cap Value I Trade Date 2/27/08 514.018 Units At \$13.34	-\$6,857.00	\$0.00	\$0.00

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
2/28/08	Purchased 612.779 Units of Pioneer Global High Yield-A Trade Date 2/27/08 612.779 Units At \$11.19	-\$6,857.00	\$0.00	\$0.00
2/29/08	Purchased 148 Units of iShares MSCI Hong Kong Trade Date 2/26/08 148 Units At \$18.98	-\$2,809.04	\$0.00	\$0.00
2/29/08	Purchased 47 Units of Market Vectors Agribusiness Trade Date 2/26/08 47 Units At \$59.30	-\$2,787.10	\$0.00	\$0.00
2/29/08	Purchased 56 Units of iShares MSCI Switzerland Index Trade Date 2/26/08 56 Units At \$25.476	-\$1,426.66	\$0.00	\$0.00
2/29/08	Purchased 55 Units of Market Vectors Russia ETF Trade Date 2/26/08 55 Units At \$50.9094	-\$2,800.02	\$0.00	\$0.00
2/29/08	Purchased 54 Units of iShares S&P Gsti Semiconductor Index Trade Date 2/26/08 54 Units At \$52.6899	-\$2,845.25	\$0.00	\$0.00
2/29/08	Purchased 123 Units of iShares MSCI United Kingdom Trade Date 2/26/08 123 Units At \$22.8481	-\$2,810.32	\$0.00	\$0.00
2/29/08	Purchased 213 Units of iShares MSCI Singapore Trade Date 2/26/08 213 Units At \$12.8091	-\$2,728.34	\$0.00	\$0.00

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Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
3/19/08	Purchased 27 Units of Market Vectors Russia ETF Trade Date 3/14/08 Paid \$1.08 Brokerage 27 Units At \$48.779983	-\$1,318.14	\$0.00	\$0.00
3/20/08	Purchased 1,373.99 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/20/08	-\$1,373.99	\$0.00	\$0.00
3/24/08	Purchased 0.799 Units American Capital World G&I-F @ \$39.98 through Reinvestment of Cash Dividend Due 3/24/08	-\$31.94	\$0.00	\$0.00
3/26/08	Purchased 6.13 Units Loomis Sayles Bond Fund-Ret @ \$14.06 through Reinvestment of Cash Dividend Due 3/25/08	-\$86.19	\$0.00	\$0.00
Total Purchases		-\$388,793.14	\$0.00	
Sales/Maturities				
Sales/Maturities				
2/20/08	Sold 137,151.99 Units of SEI Daily Income Prime Obl #34 Trade Date 2/20/08	\$137,151.99	\$0.00	\$0.00
2/28/08	Sold 85,030 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/28/08	\$85,030.00	\$0.00	\$0.00
2/29/08	Sold 43,427.17 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08	\$43,427.17	\$0.00	\$0.00
3/14/08	Sold 361.2 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/14/08	\$361.20	\$0.00	\$0.00

0025679 - 0900127

Pending Trades

Statement of Value and Activity

January 1, 2008 - March 31, 2008

No pending trades.

0025590 - 0800127



0025590 - 0000127

TS000869



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
3/17/08	Sold 6,250 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/17/08	\$6,250.00	\$0.00	\$0.00
3/19/08	Sold 1,318.14 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/19/08	\$1,318.14	\$0.00	\$0.00
3/20/08	Sold 56 Units of iShares MSCI Switzerland Index Trade Date 3/17/08 Paid \$2.24 Brokerage Paid \$0.02 SEC Fee St Capital Loss of \$52.67- on Federal Cost Federal Tax Cost \$1,426.66 56 Units At \$24.575952	\$1,373.99	\$0.00	-\$52.67
3/25/08	Sold 115.38 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/25/08	\$115.38	\$0.00	\$0.00
Total Sales/Maturities		\$275,027.87	\$0.00	
3/31/08	Ending Balance	\$6,177.04	-\$6,177.04	

0026579-0800127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
2/29/08	Purchased 65 Units of iShares MSCI Brazil Index Fund Trade Date 2/26/08 65 Units At \$86.4626	-\$5,620.07	\$0.00	\$0.00
2/29/08	Purchased 256 Units of Powershares Dynamic Mid Cap Growth Trade Date 2/26/08 256 Units At \$21.801	-\$5,581.06	\$0.00	\$0.00
2/29/08	Purchased 140 Units of Vanguard European ETF Trade Date 2/26/08 140 Units At \$70.0904	-\$9,812.66	\$0.00	\$0.00
2/29/08	Purchased 77 Units of Wisdomtree Emg Mkts H/Y Equity Trade Date 2/26/08 77 Units At \$54.6318	-\$4,206.65	\$0.00	\$0.00
3/3/08	Purchased 77.28 Units of SEI Daily Income TR Treas #38 CL A Trade Date 2/29/08 Reinvestment of Income Received 2/29/08	-\$77.28	\$0.00	\$0.00
3/3/08	Purchased 0.694 Units Oppenheimer Intl Bond Fd-A @ \$6.69 through Reinvestment of Cash Dividend Due 3/3/08	-\$4.64	\$0.00	\$0.00
3/3/08	Purchased 0.157 Units Pioneer Global High Yield-A @ \$11.16 through Reinvestment of Cash Dividend Due 3/3/08	-\$1.75	\$0.00	\$0.00
3/6/08	Purchased 211.92 Units of SEI Daily Income TR Treas #38 CL A Trade Date 3/6/08	-\$211.92	\$0.00	\$0.00

0025678 - 0000127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Date	Transaction Description	Principal Cash	Income Cash	Realized GA
2/28/08	Purchased 161.075 Units of American Capital World G&I-F Trade Date 2/27/08 161.075 Units At \$42.57	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 526.824 Units of Hussman Strategic Growth Fund Trade Date 2/27/08 526.824 Units At \$15.62	-\$8,229.00	\$0.00	\$0.00
2/28/08	Purchased 344.746 Units of ING Global Real Estate Fd-A Trade Date 2/27/08 344.746 Units At \$19.89	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 205.468 Units of Keeley Small Cap Val Fd-A Trade Date 2/27/08 205.468 Units At \$26.70	-\$5,486.00	\$0.00	\$0.00
2/28/08	Purchased 392.137 Units of Kinetics Paradigm Fund-No LD Trade Date 2/27/08 392.137 Units At \$27.98	-\$10,972.00	\$0.00	\$0.00
2/28/08	Purchased 367.667 Units of T Rowe Price New Asia Trade Date 2/27/08 367.667 Units At \$18.65	-\$6,857.00	\$0.00	\$0.00
2/28/08	Purchased 1,049.826 Units of Loomis Sayles Bond Fund-Ret Trade Date 2/27/08 1,049.826 Units At \$14.37	-\$15,086.00	\$0.00	\$0.00
2/28/08	Purchased 1,652.41 Units of Oppenheimer Intl Bond Fd-A Trade Date 2/27/08 1,652.41 Units At \$6.64	-\$10,972.00	\$0.00	\$0.00

0025677 - 0900127



Transaction Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Date</i>	<i>Transaction Description</i>	<i>Principal Cash</i>	<i>Income Cash</i>	<i>Realized G/L</i>
Additions				
2/5/08	Cash Receipt Addition to Account Lic Holdings, Inc Check #1159 DTD 12/31/07	\$120,000.00	\$0.00	\$0.00
		\$120,000.00	\$0.00	
Total Receipts		\$120,000.00	\$491.85	
Disbursements				
Fees				
3/25/08	Fee Collected Based on A Market Value of \$124,782.26	-\$57.69	\$0.00	\$0.00
3/25/08	Fee Collected Based on A Market Value of \$124,782.26	\$0.00	-\$57.69	\$0.00
		-\$57.69	-\$57.69	
Expenses				
3/14/08	Cash Disbursement Paid to United States Treasury Other Fees and Expenses Paid for Molly Simon IRREV Trust Penalty and Interest - 1041 for Period 12/31/06	\$0.00	-\$361.20	\$0.00
		\$0.00	-\$361.20	

0025676-0800127



Transaction Summary

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Transaction Summary

<i>Transaction Category</i>	<i>Principal Cash</i>	<i>Income Cash</i>
Beginning Cash Balance on 1/1/08	\$0.00	\$0.00
Receipts		
Dividend Income	\$0.00	\$491.85
Other Income	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00
Additions	\$120,000.00	\$0.00
Capital Gain Distributions	\$0.00	\$0.00
Tax Exempt Dividends & Interest	\$0.00	\$0.00
Total Receipts	\$120,000.00	\$491.85
Disbursements		
Distributions	\$0.00	\$0.00
Fees	-\$57.69	-\$57.69
Expenses	\$0.00	-\$361.20
Taxes	\$0.00	-\$6,250.00
Total Disbursements	-\$57.69	-\$6,668.89
Purchases	-\$388,793.14	\$0.00
Sales/Maturities	\$276,027.87	\$0.00
Asset Transfers		
Free Receipts	\$0.00	\$0.00
Free Deliveries	\$0.00	\$0.00
Total Asset Transfers	\$0.00	\$0.00
Other	\$0.00	\$0.00
Ending Cash Balance on 3/31/08	\$6,177.04	-\$6,177.04

0025275-000127



Asset Detail (continued)

Statement of Value and Activity

January 1, 2008 - March 31, 2008

<i>Description</i>	<i>Shares/Par Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Kinetics Paradigm Fund-No LD CUSIP: 494813607	382.14	\$25.94	\$10,172.03	\$10,972.00	-\$799.97	\$49.80
Market Vectors Russia ETF CUSIP: 57060U506	82.00	\$48.63	\$3,815.48	\$4,118.18	-\$302.70	\$9.02
T Rowe Price New Asia CUSIP: 77956H500	367.87	\$18.66	\$6,125.33	\$6,857.00	-\$731.67	\$69.86
			\$39,770.53	\$42,803.87	-\$3,033.34	\$658.11
<i>Equity Mid Cap Value</i> Allegiant Mid Cap Value I CUSIP: 01748E831	514.02	\$12.58	\$6,456.07	\$6,857.00	-\$400.93	\$131.07
			\$6,456.07	\$6,857.00	-\$400.93	\$131.07
Total Equity			\$90,739.32	\$95,465.89	-\$4,726.57	\$1,595.92
<i>Fixed Income</i> <i>Fixed Income Mutual Funds</i> Oppenheimer International Bond Fund CUSIP: 68380T103	1,853.10	\$6.76	\$11,174.98	\$10,876.64	\$198.34	\$732.33
Loomis Sayles Bond Fund CUSIP: 543495632	1,055.96	\$14.07	\$14,857.30	\$15,172.19	-\$314.89	\$945.08

0025574-0000127



Asset Detail

Statement of Value and Activity

January 1, 2008 - March 31, 2008

Asset Detail

<i>Description</i>	<i>Shares/Per Value</i>	<i>Current Price</i>	<i>Market Value</i>	<i>Tax Cost</i>	<i>Unrealized G/L</i>	<i>Est. Ann. Income</i>
Cash & Equivalents						
Money Market Funds						
SEI Daily Income TR Treas #38 CL A CUSIP: 783965726	2,313.29	\$1.00	\$2,313.29	\$2,313.29	\$0.00	\$27.30
			\$2,313.29	\$2,313.29	\$0.00	\$27.30
Cash						
Principal Cash			\$6,177.04			
			\$6,177.04	\$0.00	\$0.00	\$0.00
Total Cash & Equivalents			\$8,490.33	\$2,313.29	\$0.00	\$27.30
Equity						
Equity Small Cap Value Mutual Funds						
Keeley Small Cap Val Fd-A CUSIP: 487300501	205.47	\$26.32	\$5,407.92	\$5,486.00	-\$78.08	\$0.00
			\$5,407.92	\$5,486.00	-\$78.08	\$0.00
Other Domestic Equity						
Husman Strategic Growth Fund CUSIP: 448108100	526.82	\$15.59	\$8,213.19	\$8,229.00	-\$15.81	\$48.47
iShares S&P Gati Semiconductor Index CUSIP: 464287523	54.00	\$49.56	\$2,676.24	\$2,845.25	-\$169.01	\$16.20
Market Vectors Agribusiness CUSIP: 57060U605	47.00	\$53.61	\$2,519.67	\$2,787.10	-\$267.43	\$0.00

0025673 - 0600127



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0025672 - 0000127

For calendar year 2006 or fiscal year beginning _____, 2006 and ending _____

A Type of entity:
 Decedent's estate
 Simple trust
 Complex trust
 Qualified disability trust
 ESBT (S portion only)
 Grantor type trust
 Bankruptcy estate-Ch. 7
 Bankruptcy estate-Ch. 11
 Pooled income fund

Name of estate or trust (If a grantor type trust, see page 12 of the instructions.)
MOLLY SIMON IRREVOCABLE TRUST

Name and title of fiduciary
STANFORD TRUST COMPANY, TRUSTEE

Number, street, and room or suite no. (If a P.O. box, see page 12 of the instructions.)
445 NORTH BOULEVARD, 8TH FLOOR EAST

City or town, state, and ZIP code
BATON ROUGE, LA 70802

C Employer identification number
20 7294203

Date entity created
09/01/2006

E Nonexempt charitable and split-interest trusts, check applicable boxes (see pg 13 of the instr.):
 Described in section 4947(a)(1)
 Not a private foundation
 Described in section 4947(a)(2)

B No. of Sch K-1 attached **0**

F Check applicable boxes:
 Initial return Final return Amended return
 Change in fiduciary Change in fiduciary's name Change in fiduciary's address

6 Pooled mortgage account (see page 14 of the instructions):
 Bought Sold Date: _____

COPY

Income	1	Interest income	1	
	2 a	Total ordinary dividends	2a	
	b	Qualified dividends allocable to: (1) Beneficiaries _____ (2) Estate or trust _____		
	3	Business income or (loss). Attach Schedule C or C-EZ (Form 1040)	3	
	4	Capital gain or (loss). Attach Schedule D (Form 1041)	4	
	5	Rents, royalties, partnerships, other estates and trusts, etc. Attach Schedule E (Form 1040)	5	
	6	Farm income or (loss). Attach Schedule F (Form 1040)	6	
	7	Ordinary gain or (loss). Attach Form 4797	7	
	8	Other income. List type and amount	8	
9	Total income. Combine lines 1, 2a, and 3 through 8	9		
Deductions	10	Interest. Check if Form 4952 is attached <input type="checkbox"/>	10	
	11	Taxes	11	
	12	Fiduciary fees	12	
	13	Charitable deduction (from Schedule A, line 7)	13	
	14	Attorney, accountant, and return preparer fees	14	
	15 a	Other deductions not subject to the 2% floor (attach schedule)	15a	
	b	Allowable miscellaneous itemized deductions subject to the 2% floor	15b	
	16	Add lines 10 through 15b	16	
	17	Adjusted total income or (loss). Subtract line 16 from line 9	17	
	18	Income distribution deduction (from Schedule B, line 15). Attach Schedules K-1 (Form 1041)	18	
	19	Estate tax deduction including certain generation-skipping taxes (attach computation)	19	
20	Exemption	20	100.	
21	Add lines 18 through 20	21	100.	
Tax and Payments	22	Taxable income. Subtract line 21 from line 17. If a loss, see page 20 of the instructions	22	<100.>
	23	Total tax (from Schedule G, line 7)	23	6,244.
	24 a	Payments: a 2006 estimated tax payments and amount applied from 2005 return	24a	
	b	Estimated tax payments allocated to beneficiaries (from Form 1041-T)	24b	
	c	Subtract line 24b from line 24a	24c	
	d	Tax paid with Form 7004 (see page 20 of the instructions)	24d	
	e	Federal income tax withheld. If any is from Form(s) 1099, check <input type="checkbox"/>	24e	
	f	Credit for federal telephone excise tax paid. Attach Form 8913	24f	
	g	Other payments: g Form 2439 _____ ; h Form 4136 _____ ; Total	24i	
25	Total payments. Add lines 24c through 24f, and 24i	25		
26	Estimated tax penalty (see page 20 of the instructions)	26		
27	Tax due. If line 25 is smaller than the total of lines 23 and 26, enter amount owed	27	6,244.	
28	Overpayment. If line 25 is larger than the total of lines 23 and 26, enter amount overpaid	28		
29	Amount of line 28 to be: a Credited to 2007 estimated tax _____ ; b Refunded _____	29		

Sign Here
 Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of fiduciary or officer representing fiduciary _____ Date _____ EIN of fiduciary if a financial institution _____

May the IRS discuss this return with the preparer shown below (see instr.)? Yes No

Paid
 Preparer's signature *[Signature]* Date **10/3/07** Check if self-employed Preparer's SSN or PTIN **P00127193**

Preparer's Use Only
 Firm's name (or yours if self-employed) **GOLDSTEIN LEWIN & CO.** EIN **59 2147155**
 address, and ZIP code **1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502** Phone no. **(561) 994-5050**

**Application for Automatic 6-Month Extension of Time To File
Certain Business Income Tax, Information, and Other Returns**

OMB No. 1545-0233

Department of the Treasury
Internal Revenue Service

File a separate application for each return.

Type or Print File by the due date for the return for which an extension is requested. See instructions.	Name Molly Simon Irrevocable Trust	Identifying number 20-7294203
	Number, street, and room or suite no. (If P.O. box, see instructions.) c/o Goldstein Lewin & Co. 1900 NW Corp. Blvd. Suite 300E	
	City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)). Boca Raton, FL 33431	

Note. See instructions before completing this form.

- 1 Enter the form code for the return that this application is for (see below)..... **05**
- 2 If the foreign corporation does not have an office or place of business in the United States, check here.....
- 3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here.
- 4a The application is for calendar year **2008**, or tax year beginning __, 20__, and ending __, 20__
- b Short tax year. If this tax year is less than 12 months, check the reason:
 Initial return Final return Change in accounting period Consolidated return to be filed
- 5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here.....
 If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.
- 6 Tentative total tax.....

6		0.00
---	--	------
- 7 Total payments and credits (see instructions).....

7		0.00
---	--	------
- 8 Balance due. Subtract line 7 from line 6. Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions).....

8		0.00
---	--	------

Application Is For:	Form Code	Application Is For:	Form Code
Form 706		Form 1120-H	17
Form 706-GS(T)	02	Form 1120-ND	19
Form 1041 (estate)	04	Form 1120-PC	21
Form 1041-N	06	Form 1120-REIT	23
Form 1042	08	Form 1120-S	25
Form 1065-B	10	Form 3520-A	27
Form 1120	12	Form 8613	29
Form 1120-A	14	Form 8804	31
Form 1120-F	15	Form 8878	33

For Paperwork Reduction Act Notice, see Instructions.

Form 7004 (Rev. 12-2008)

Schedule A Charitable Deduction. Do not complete for a simple trust or a pooled income fund.

1	Amounts paid or permanently set aside for charitable purposes from gross income (see page 21 of the instructions)	
2	Tax-exempt income allocable to charitable contributions (see page 21 of the instructions)	
3	Subtract line 2 from line 1	
4	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes	
5	Add lines 3 and 4	
6	Section 1202 exclusion allocable to capital gains paid or permanently set aside for charitable purposes (see instructions)	
7	Charitable deduction. Subtract line 6 from 5. Enter here and on page 1, line 13	

Schedule B Income Distribution Deduction

1	Adjusted total income (see page 22 of the instructions)	
2	Adjusted tax-exempt interest	
3	Total net gain from Schedule D (Form 1041), line 15, column (1) (see page 22 of the instructions)	
4	Enter amount from Schedule A, line 4 (minus any allocable section 1202 exclusion)	
5	Capital gains for the tax year included on Schedule A, line 1 (see page 22 of the instructions)	
6	Enter any gain from page 1, line 4, as a negative number. If page 1, line 4, is a loss, enter the loss as a positive number	
7	Distributable net income (DNI). Combine lines 1 through 6. If zero or less, enter -0-	
8	If a complex trust, enter accounting income for the tax year as determined under the governing instrument and applicable local law	8 0.
9	Income required to be distributed currently	
10	Other amounts paid, credited, or otherwise required to be distributed	
11	Total distributions. Add lines 9 and 10. If greater than line 8, see page 22 of the instructions	
12	Enter the amount of tax-exempt income included on line 11	
13	Tentative income distribution deduction. Subtract line 12 from line 11	
14	Tentative income distribution deduction. Subtract line 2 from line 7. If zero or less, enter -0-	
15	Income distribution deduction. Enter the smaller of line 13 or line 14 here and on page 1, line 18	

Schedule G Tax Computation (see page 23 of the instructions)

1	Tax: a Tax on taxable income (see page 23 of the instructions)	1a 0.	1d 0.
	b Tax on lump-sum distributions. Attach Form 4972	1b	
	c Alternative minimum tax (from Schedule I, line 56)	1c	
	d Total. Add lines 1a through 1c		
2a	Foreign tax credit. Attach Form 1116	2a	3
	b Other nonbusiness credits (attach schedule)	2b	
	c General business credit. Enter here and check which forms are attached: <input type="checkbox"/> Form 3800 <input type="checkbox"/> Forms (specify) ▶	2c	
	d Credit for prior year minimum tax. Attach Form 8801	2d	
3	Total credits. Add lines 2a through 2d		4 0.
4	Subtract line 3 from line 1d. If zero or less, enter -0-		
5	Recapture taxes. Check if from: <input type="checkbox"/> Form 4255 <input type="checkbox"/> Form 8611		6
6	Household employment taxes. Attach Schedule H (Form 1040)		
7	Total tax. Add lines 4 through 6. Enter here and on page 1, line 23		7 6,244.

Other Information

SEC. 641(C):

6,244.

Yes No

1	Did the estate or trust receive tax-exempt income? If "Yes," attach a computation of the allocation of expenses. Enter the amount of tax-exempt interest income and exempt-interest dividends ▶ \$ _____		X
2	Did the estate or trust receive all or any part of the earnings (salary, wages, and other compensation) of any individual by reason of a contract assignment or similar arrangement?		X
3	At any time during calendar year 2006, did the estate or trust have an interest in or a signature or other authority over a bank, securities, or other financial account in a foreign country? See page 25 of the instructions for exceptions and filing requirements for Form TDF 90-22.1. If "Yes," enter the name of the foreign country ▶ _____		X
4	During the tax year, did the estate or trust receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the estate or trust may have to file Form 3520. See page 25 of the instructions		X
5	Did the estate or trust receive, or pay, any qualified residence interest on seller-provided financing? If "Yes," see page 25 for required attachment		X
6	If this is an estate or a complex trust making the section 663(b) election, check here (see page 25 of the instructions)	▶ <input type="checkbox"/>	
7	To make a section 643(a)(3) election, attach Schedule D (Form 1041), and check here (see page 25 of the instructions)	▶ <input type="checkbox"/>	
8	If the decedent's estate has been open for more than 2 years, attach an explanation for the delay in closing the estate, and check here	▶ <input type="checkbox"/>	
9	Are any present or future trust beneficiaries skip persons? See page 25 of the instructions		X

Name of Trust

Employer ID Number

MOLLY SIMON IRREVOCABLE TRUST

20-7294203

Income

Interest	SEE STATEMENT 3	83.
Total Ordinary Dividends		
Less: Qualified Dividends		
Net Dividends		
Other Ordinary Income	SEE STATEMENT 4	17,757.
Net Short-Term Capital Gain		
Ordinary Gains		
Other Income		
Total Income		17,840.

Deductions

Interest		
Taxes		
Fiduciary Fees		
Charitable Deduction		
Attorney, Accountant, Return Preparation Fees		
Other Deductions - Not Subject to 2% Limit		
Other Deductions - Subject to 2% Limit		
Total Deductions		

Tax and Credits

Taxable Income		17,840.
Tax - 35%		6,244.
Net Long-Term Capital Gain and Qualified Dividends		
Tax		
Total Regular Tax		6,244.
Alternative Minimum Tax		
Total Tax		6,244.
Credits		
Recapture and Other Taxes		
Net Tax - to Form 1041, Schedule G, line 7		6,244.

S CORPORATION PORTION

Form 1041 (2006)

MOLLY SIMON IRREVOCABLE TRUST

20-7294203 Page 3

Schedule I Alternative Minimum Tax (see pages 26 through 32 of the instructions)

Part I - Estate's or Trust's Share of Alternative Minimum Taxable Income

1	Adjusted total income or (loss) (from page 1, line 17)	1	17,840.
2	Interest	2	
3	Taxes	3	
4	Miscellaneous itemized deductions (from page 1, line 15b)	4	
5	Refund of taxes	5	()
6	Depletion (difference between regular tax and AMT)	6	
7	Net operating loss deduction. Enter as a positive amount	7	
8	Interest from specified private activity bonds exempt from the regular tax	8	
9	Qualified small business stock (see page 27 of the instructions)	9	
10	Exercise of incentive stock options (excess of AMT income over regular tax income)	10	
11	Other estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	11	
12	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	12	
13	Disposition of property (difference between AMT and regular tax gain or loss)	13	
14	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	14	
15	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 5	15	<13.>
16	Loss limitations (difference between AMT and regular tax income or loss)	16	
17	Circulation costs (difference between regular tax and AMT)	17	
18	Long-term contracts (difference between AMT and regular tax income)	18	
19	Mining costs (difference between regular tax and AMT)	19	
20	Research and experimental costs (difference between regular tax and AMT)	20	
21	Income from certain installment sales before January 1, 1987	21	()
22	Intangible drilling costs preference	22	
23	Other adjustments, including income-based related adjustments	23	
24	Alternative tax net operating loss deduction (See the instructions for the limitation that applies)	24	()
25	Adjusted alternative minimum taxable income. Combine lines 1 through 24	25	17,827.
Note: Complete Part II below before going to line 26.			
26	Income distribution deduction from Part II, line 44	26	0.
27	Estate tax deduction (from page 1, line 19)	27	
28	Add lines 26 and 27	28	
29	Estate's or trust's share of alternative minimum taxable income. Subtract line 28 from line 25.	29	17,827.

If line 29 is:

- \$22,500 or less, stop here and enter -0- on Schedule G, line 1c. The estate or trust is not liable for the alternative minimum tax.
- Over \$22,500, but less than \$165,000, go to line 45.
- \$165,000 or more, enter the amount from line 29 on line 51 and go to line 52.

Part II - Income Distribution on a Minimum Tax Basis

30	Adjusted alternative minimum taxable income (see page 30 of the instructions)	30	
31	Adjusted tax-exempt interest (other than amounts included on line 8)	31	
32	Total net gain from Schedule D (Form 1041), line 15, column (1). If a loss, enter -0-	32	
33	Capital gains for the tax year allocated to corpus and paid or permanently set aside for charitable purposes (from Schedule A, line 4)	33	
34	Capital gains paid or permanently set aside for charitable purposes from gross income (see page 30 of the instructions)	34	
35	Capital gains computed on a minimum tax basis included on line 25	35	()
36	Capital losses computed on a minimum tax basis included on line 25. Enter as a positive amount	36	
37	Distributable net alternative minimum taxable income (DNAMTI). Combine lines 30 through 36. If zero or less, enter -0-	37	
38	Income required to be distributed currently (from Schedule B, line 9)	38	
39	Other amounts paid, credited, or otherwise required to be distributed (from Schedule B, line 10)	39	
40	Total distributions. Add lines 38 and 39	40	
41	Tax-exempt income included on line 40 (other than amounts included on line 8)	41	
42	Tentative income distribution deduction on a minimum tax basis. Subtract line 41 from line 40	42	
43	Tentative income distribution deduction on a minimum tax basis. Subtract line 31 from line 37. If zero or less, enter -0-	43	
44	Income distribution deduction on a minimum tax basis. Enter the smaller of line 42 or line 43. Enter here and on line 26	44	

JWA

Form 1041 (2006)

819861
02-05-07

S CORPORATION PORTION

Form 1041 (2006) **MOLLY SIMON IRREVOCABLE TRUST**

20-7294203 Page 4

Part III - Alternative Minimum Tax

45	Exemption amount		45	\$22,500
46	Enter the amount from line 29	46		
47	Phase-out of exemption amount	47	\$75,000	
48	Subtract line 47 from line 46. If zero or less, enter -0-	48		
49	Multiply line 48 by 25% (.25)		49	
50	Subtract line 49 from line 45. If zero or less, enter -0-		50	
51	Subtract line 50 from line 46		51	17,827.
52	Go to Part IV of Schedule I to figure line 52 if the estate or trust has qualified dividends or has a gain on lines 14a and 15 of column (2) of Schedule D (Form 1041) (as refigured for the AMT, if necessary). Otherwise, if line 51 is - • \$175,000 or less, multiply line 51 by 26% (.26). • Over \$175,000, multiply line 51 by 28% (.28) and subtract \$3,500 from the result		52	4,635.
53	Alternative minimum foreign tax credit (see page 31 of the instructions)		53	
54	Tentative minimum tax. Subtract line 53 from line 52		54	4,635.
55	Enter the tax from Schedule G, line 1a (minus any foreign tax credit from Schedule G, line 2a)		55	6,244.
56	Alternative minimum tax. Subtract line 55 from line 54. If zero or less, enter -0-. Enter here and on Schedule G, line 1c		56	0.

Part IV - Line 52 Computation Using Maximum Capital Gains Rates

Caution: If you did not complete Part V of Schedule D (Form 1041), the Schedule D Tax Worksheet, or the Qualified Dividends Tax Worksheet, see page 32 of the instructions before completing this part.

57	Enter the amount from line 51		57	
58	Enter the amount from Schedule D (Form 1041), line 22, or line 13 of the Schedule D Tax Worksheet, or line 4 of the Qualified Dividends Tax Worksheet, whichever applies (as refigured for the AMT, if necessary)	58		
59	Enter the amount from Schedule D (Form 1041), line 14b, column (2) (as refigured for the AMT, if necessary). If you did not complete Schedule D for the regular tax or the AMT, enter -0-	59		
60	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 58. Otherwise, add lines 58 and 59 and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary)	60		
61	Enter the smaller of line 57 or line 60		61	
62	Subtract line 61 from line 57		62	
63	If line 62 is \$175,000 or less, multiply line 62 by 26% (.26). Otherwise, multiply line 62 by 28% (.28) and subtract \$3,500 from the result		63	
64	Maximum amount subject to the 5% rate	64	\$2,050	
65	Enter the amount from line 23 of Schedule D (Form 1041), line 14 of the Schedule D Tax Worksheet, or line 5 of the Qualified Dividends Tax Worksheet, whichever applies (as figured for the regular tax). If you did not complete Schedule D or either worksheet for the regular tax, enter -0-	65		
66	Subtract line 65 from line 64. If zero or less, enter -0-	66		
67	Enter the smaller of line 57 or line 58	67		
68	Enter the smaller of line 66 or line 67	68		
69	Multiply line 68 by 5% (.05)		69	
70	Subtract line 68 from line 67	70		
71	Multiply line 70 by 15% (.15) If line 59 is zero or blank, skip lines 72 and 73 and go to line 74. Otherwise, go to line 72.		71	
72	Subtract line 67 from line 61	72		
73	Multiply line 72 by 25% (.25)		73	
74	Add lines 63, 69, 71, and 73		74	
75	If line 57 is \$175,000 or less, multiply line 57 by 26% (.26). Otherwise, multiply line 57 by 28% (.28) and subtract \$3,500 from the result		75	
76	Enter the smaller of line 74 or line 75 here and on line 52		76	

JWA

Form 1041 (2006)

FORM 1041 LATE PAYMENT INTEREST STATEMENT 1

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	6,244.	6,244.	.0700	76	92.
INTEREST RATE CHANGE	06/30/07	0.	6,336.	.0800	107	150.
DATE FILED	10/15/07		6,486.			
TOTAL LATE PAYMENT INTEREST						242.

FORM 1041 LATE PAYMENT PENALTY STATEMENT 2

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	6,244.	6,244.	6	187.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					187.

ESBT INTEREST STATEMENT 3

DESCRIPTION	U.S. INTEREST	OTHER TAXABLE INTEREST
LIC HOLDINGS, INC. - REGULAR INTEREST	0.	83.
SUBTOTALS	0.	83.
TOTAL INTEREST		83.

ESBT OTHER ORDINARY INCOME STATEMENT 4

DESCRIPTION	AMOUNT
FROM - LIC HOLDINGS, INC.	17,757.
TOTAL TO ESBT WORKSHEET	17,757.

ESBT SCHEDULE I PASSIVE ACTIVITY LOSS STATEMENT 5

NAME OF ACTIVITY	FORM	NET INCOME (LOSS)		ADJUSTMENT
		AMT	REGULAR	
LIC HOLDINGS, INC.	SCH E	17,744.	17,757.	<13.>
TOTAL TO SCHEDULE I, LINE 15				<13.>

ESBT FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 6

NAME OF ACTIVITY	CURRENT YEAR		PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS	
	NET INCOME	NET LOSS		GAIN	LOSS
LIC HOLDINGS, INC.	17,757.	0.	0.	17,757.	0.
TOTALS	17,757.	0.	0.	17,757.	0.

ESBT FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 7

R R E A NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
LIC HOLDINGS, INC.	SCH E	17,757.	0.	17,757.	0.	0.
TOTALS		17,757.	0.	17,757.	0.	0.
PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						
TOTAL TO FORM 8582, LINE 11						0.

ESBT FORM 8582 ALTERNATIVE MINIMUM TAX OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 8

NAME OF ACTIVITY	CURRENT YEAR		PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS	
	NET INCOME	NET LOSS		GAIN	LOSS
LIC HOLDINGS, INC.	17,744.	0.	0.	17,744.	0.
TOTALS	17,744.	0.	0.	17,744.	0.

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON, FL 33487

WACHOVIA BANK, N.A.

2787

63-843/870

10/3/07

PAY TO THE
ORDER OF

Molly Simon Trust

17,073.86

SEVENTEEN THOUSAND, SEVENTY THREE AND 86/100

DOLLARS

MEMO:

Distribution, Lic Holdings

Old Bernstein

AUTHORIZED SIGNATURE

⑈002787⑈ ⑆067006432⑆2000034069950⑈

Lauren Galvani

From: Diana Banks [diana@lifeinsuranceconcepts.com]
Sent: Tuesday, March 16, 2010 3:44 PM
To: Lauren Galvani
Subject: Grandchildren Trusts

Parent: Ted Bernstein

Alexandra Bernstein 7/12/88
Eric Bernstein 7/6/89
Michael Bernstein 3/12/92

Parents: Eliot and Candice Bernstein

Daniel Bernstein 11/26/02
Jake Bernstein 1/1/99
Joshua Bernstein 8/27/97

Parents: Jill and Guy Iantoni

Julia Iantoni 1/7/01

Parents: Pam and Adam Simon

Molly Simon 12/3/90

Parents: Lisa and Jeff Friedstein

Max Friedstein 1/30/96
Carly Friedstein 2/17/98

Diana Banks - Vice President of Administration

.....



Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984
Fax: 561.988.0833
Email: Diana@LifeInsuranceConcepts.com

www.LifeInsuranceConcepts.com

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Lauren Galvani

From: Lauren Galvani
Sent: Tuesday, March 16, 2010 3:47 PM
To: 'Diana Banks'
Subject: RE: Grandchildren Trusts

Diana,

Thank you very much for your quick response. It is greatly appreciated.

Sincerely,

Lauren

Lauren A. Galvani, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: lgalvani@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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Diana Banks – Vice President of Administration



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Lauren Galvani

From: Diana Banks [diana@lifeinsuranceconcepts.com]
Sent: Tuesday, March 16, 2010 3:48 PM
To: Lauren Galvani
Subject: RE: Grandchildren Trusts

You are very welcome. Have a good night.

Diana Banks – Vice President of Administration

.....



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Diana,

Thank you very much for your quick response. It is greatly appreciated.

Sincerely,

Lauren

Lauren A. Galvani, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: lgalvani@tescherspallina.com

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GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

|||||

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CLIENT'S COPY



Goldstein
Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

CLIENT: 4002148
SEPTEMBER 14, 2007

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

PROFESSIONAL SERVICES RENDERED IN THE PREPARATION OF YOUR 2006
S CORPORATION RETURNS, INCLUDING:

FORM 1120S, U.S. INCOME TAX RETURN FOR AN S CORPORATION	\$ 42.25
SCHEDULE K-1, SHAREHOLDER'S SHARE OF INCOME, ETC	24.05
FORM 4562, DEPRECIATION AND AMORTIZATION	1.85
CURRENT YEAR DEPRECIATION REPORT	1.35
NEXT YEAR DEPRECIATION REPORT	1.35
TOTAL FEE	\$ 70.85

1900 NW Corporate Blvd. E-300
Boca Raton, Florida 33431
Tel. (561) 994-5050
Fax (561) 241-0071

Broward (954) 429-8555
Dade (305) 944-3582
Palm Beach (561) 737-0309
www.glcpa.com

Ft. Lauderdale Office
1 East Broward Blvd., Suite 700
Ft. Lauderdale, Florida 33301
(reply to Boca address)

TS000921



Goldstein
Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

SEPTEMBER 17, 2007

LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

LIC HOLDINGS INC :

ENCLOSED ARE THE ORIGINAL AND ONE COPY OF YOUR 2006 S
CORPORATION TAX RETURN, AS FOLLOWS...

2006 U.S. S CORPORATION INCOME TAX RETURN

WE PREPARED THE RETURN FROM INFORMATION YOU FURNISHED US
WITHOUT VERIFICATION. UPON EXAMINATION OF THE RETURN BY
TAXING AUTHORITIES, REQUESTS MAY BE MADE FOR UNDERLYING DATA.
WE THEREFORE RECOMMEND THAT YOU PRESERVE ALL RECORDS WHICH
YOU MAY BE CALLED UPON TO PRODUCE IN CONNECTION WITH SUCH AN
EXAMINATION.

WE HAVE ENCLOSED MAILING ENVELOPES FOR YOUR CONVENIENCE IN
FILING THE RETURN.

WE RECOMMEND THAT YOU SEND THE RETURN TO THE TAXING
AUTHORITIES BY CERTIFIED MAIL WITH A REQUEST FOR A RETURN
RECEIPT. PLEASE RETAIN THE RECEIPT AS A PROOF OF TIMELY
FILING.

WE SINCERELY APPRECIATE THIS OPPORTUNITY TO SERVE YOU. IF
YOU HAVE ANY QUESTIONS REGARDING THE RETURN, PLEASE DO NOT
HESITATE TO CALL.

1900 NW Corporate Blvd. E-300
Boca Raton, Florida 33431
Tel. (561) 994-5050
Fax (561) 241-0071

Broward (954) 429-8555
Dade (305) 944-3582
Palm Beach (561) 737-0309
www.glcpa.com

Ft. Lauderdale Office
1 East Broward Blvd., Suite 700
Ft. Lauderdale, Florida 33301
(reply to Boca address)

TS000922

THE ORIGINAL SHOULD BE DATED, SIGNED AND FILED IN ACCORDANCE
WITH THE FILING INSTRUCTIONS. THE COPY SHOULD BE RETAINED
FOR YOUR FILES.

SINCERELY,

GOLDSTEIN LEWIN & CO.

2006 TAX RETURN FILING INSTRUCTIONS

U.S. S CORPORATION INCOME TAX RETURN

FOR THE YEAR ENDING
DECEMBER 31, 2006

Prepared for	LIC HOLDINGS INC 950 PENINSULA CORP. CIRCLE, SUITE 3010 BOCA RATON, FL 33487
Prepared by	GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502
To be signed and dated by	THE APPROPRIATE CORPORATE OFFICER(S).
Amount of tax	Total tax \$ 0 Less: payments and credits \$ 0 Plus: interest and penalties \$ 0 NO PMT REQUIRED \$
Overpayment	Credited to your estimated tax \$ 0 Refunded to you \$ 0
Make check payable to	NOT APPLICABLE
Mail tax return and check (if applicable) to	INTERNAL REVENUE SERVICE CENTER OGDEN, UT 84201-0013
Return must be mailed on or before	PLEASE SIGN AND MAIL AS SOON AS POSSIBLE.
Special Instructions	ENCLOSED ARE COPIES OF SCHEDULE K-1 TO BE DISTRIBUTED TO THE SHAREHOLDERS.

Form **1120S**

U.S. Income Tax Return for an S Corporation

OMB No. 1545-0130

Department of the Treasury
Internal Revenue Service (77)

▶ Do not file this form unless the corporation has filed

Form 2553 to elect to be an S corporation.

EXTENSION GRANTED TO 09/15/07

2006

For calendar year 2006, or tax year beginning **SEPTEMBER 1, 2006**, and ending **DECEMBER 31, 2006**

A Effective date of S election 09/01/2006	Use the IRS label. Otherwise, print or type.	Name LIC HOLDINGS INC	C Employer identification number 20-5290314
B Business activity code number (see instructions) 524290		Number, street, and room or suite no. If a P.O. box, see instructions. 950 PENINSULA CORP. CIRCLE, SUITE 3010	D Date incorporated 09/01/2006
		City or town, state, and ZIP code BOCA RATON, FL 33487	E Total assets (see instructions) \$ 3,383,779.
F Check if: (1) <input checked="" type="checkbox"/> Initial return (2) <input type="checkbox"/> Final return (3) <input type="checkbox"/> Name change (4) <input type="checkbox"/> Address change (5) <input type="checkbox"/> Amended return			
G Enter the number of shareholders in the corporation at end of the tax year			13
H Check if Schedule M-3 is required (attach Schedule M-3)			<input type="checkbox"/>

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1 a Gross receipts or sales 6,113,843.	b Less returns and allowances	c Bal	1c	6,113,843.
	2 Cost of goods sold (Schedule A, line 8)			2	
	3 Gross profit. Subtract line 2 from line 1c			3	6,113,843.
	4 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			4	
	5 Other income (loss) (attach statement)			5	
	6 Total income (loss). Add lines 3 through 5			6	6,113,843.
Deductions (See instructions for limitations)	7 Compensation of officers			7	200,000.
	8 Salaries and wages (less employment credits)			8	2,007,567.
	9 Repairs and maintenance			9	9,139.
	10 Bad debts			10	
	11 Rents			11	1,688.
	12 Taxes and licenses	STATEMENT 1		12	82,280.
	13 Interest			13	6,476.
	14 Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)			14	5,127.
	15 Depletion (Do not deduct oil and gas depletion.)			15	
	16 Advertising			16	18,795.
	17 Pension, profit-sharing, etc., plans			17	
	18 Employee benefit programs			18	
	19 Other deductions (attach statement)	STATEMENT 2		19	2,302,973.
	20 Total deductions. Add lines 7 through 19			20	4,634,045.
	21 Ordinary business income (loss). Subtract line 20 from line 6			21	1,479,798.
Tax and Payments	22 a Excess net passive income or LIFO recapture tax (see instructions)	22a		22c	
	b Tax from Schedule D (Form 1120S)	22b			
	c Add lines 22a and 22b				
	23 a 2006 estimated tax payments and 2005 overpayment credited to 2006	23a		23e	
	b Tax deposited with Form 7004	23b			
	c Credit for federal tax paid on fuels (attach Form 4136)	23c			
	d Credit for federal telephone excise tax paid (attach Form 8913)	23d			
	e Add lines 23a through 23d				
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached			24	
	25 Amount owed. If line 23e is smaller than the total of lines 22c and 24, enter amount owed			25	
26 Overpayment. If line 23e is larger than the total of lines 22c and 24, enter amount overpaid			26		
27 Enter amount from line 26 Credited to 2007 estimated tax		Refunded	27		

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer _____ Date _____ Title _____

May the IRS discuss this return with the preparer shown below (see instr.?)
 Yes No

Paid Preparer's Use Only

Preparer's signature: _____ Date: _____ Check if self-employed:

Firm's name (or yours if self-employed), address, and ZIP code: **GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502**

EIN: **59-2147155**
Phone no.: **(561)994-5050**

Preparer's SSN or PTIN: **P00127193**

Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	Total. Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory: (i) Cost as described in Regulations section 1.471-3
(ii) Lower of cost or market as described in Regulations section 1.471-4
(iii) Other (Specify method used and attach explanation) _____

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c)

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970)

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO **9d** _____

e If property is produced or acquired for resale, do the rules of Section 263A apply to the corporation? Yes No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? Yes No
If "Yes," attach explanation.

Schedule B Other Information (see instructions)

	Yes	No
1 Check method of accounting: (a) <input checked="" type="checkbox"/> Cash (b) <input type="checkbox"/> Accrual (c) <input type="checkbox"/> Other (specify) _____		
2 See the instructions and enter the: (a) Business activity HOLDING COMPANY (b) Product or service INSURANCE MANAGEMENT		
3 At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) if 100% owned, was a QSub election made?		X
4 Was the corporation a member of a controlled group subject to the provisions of section 1561?		X
5 Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		X
6 Check this box if the corporation issued publicly offered debt instruments with original issue discount <input type="checkbox"/> If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.		
7 If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years _____ \$ _____		
8 Enter the accumulated earnings and profits of the corporation at the end of the tax year _____ \$ _____		
9 Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than \$250,000? If "Yes," the corporation is not required to complete Schedules L and M-1 _____		X

Note: If the corporation, at any time during the tax year, had assets or operated a business in a foreign country or U.S. possession, it may be required to attach Schedule N (Form 1120), Foreign Operations of U.S. Corporations, to this return. See Schedule N for details.

Schedule K Shareholders' Pro Rata Share Items

	Total amount
1 Ordinary business income (loss) (page 1, line 21)	1,479,798.
2 Net rental real estate income (loss) (attach Form 8825)	
3a Other gross rental income (loss) 3a	
b Expenses from other rental activities (attach statement) 3b	
c Other net rental income (loss). Subtract line 3b from line 3a 3c	
4 Interest income STATEMENT 3	6,966.
5 Dividends: a Ordinary dividends 5a	
b Qualified dividends 5b	
6 Royalties 6	
7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S)) 7	
8a Net long-term capital gain (loss) (attach Schedule D (Form 1120S)) 8a	
b Collectibles (28%) gain (loss) 8b	
c Unrecaptured section 1250 gain (attach statement) 8c	
9 Net section 1231 gain (loss) (attach Form 4797) 9	
10 Other income (loss) (see instructions) Type _____ 10	

JWA

Form 1120S (2006)

		Shareholders' Pro Rata Share Items (continued)	Total amount	
Deductions	11	Section 179 deduction (attach Form 4562)	11	63,942.
	12 a	Contributions	12a	
	b	Investment interest expense	12b	
	c	Section 59(e)(2) expenditures (1) Type ▶ _____ (2) Amount ▶	12c(2)	
	d	Other deductions (see instructions) Type ▶	12d	
Credits	13 a	Low-income housing credit (section 42(j)(5))	13a	
	b	Low-income housing credit (other)	13b	
	c	Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d	Other rental real estate credits (see instructions) Type ▶	13d	
	e	Other rental credits (see instructions) Type ▶	13e	
	f	Credit for alcohol used as fuel (attach Form 6478)	13f	
	g	Other credits (see instructions) Type ▶	13g	
Foreign Transactions	14 a	Name of country or U.S. possession ▶		
	b	Gross income from all sources	14b	
	c	Gross income sourced at shareholder level	14c	
		Foreign gross income sourced at corporate level		
	d	Passive	14d	
	e	Listed categories (attach statement)	14e	
	f	General limitation	14f	
		Deductions allocated and apportioned at shareholder level		
	g	Interest expense	14g	
	h	Other	14h	
		Deductions allocated and apportioned at corporate level to foreign source income		
	i	Passive	14i	
	j	Listed categories (attach statement)	14j	
	k	General limitation	14k	
	Other information			
	l	Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued	14l	
	m	Reduction in taxes available for credit (attach statement)	14m	
	n	Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	15 a	Post-1986 depreciation adjustment	15a	<1,062.>
	b	Adjusted gain or loss	15b	
	c	Depletion (other than oil and gas)	15c	
	d	Oil, gas, and geothermal properties - gross income	15d	
	e	Oil, gas, and geothermal properties - deductions	15e	
	f	Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16 a	Tax-exempt interest income	16a	
	b	Other tax-exempt income	16b	
	c	Nondeductible expenses	16c	7,803.
	d	Property distributions	16d	
	e	Repayment of loans from shareholders	16e	
Other Information	17 a	Investment income	17a	6,966.
	b	Investment expenses	17b	
	c	Dividend distributions paid from accumulated earnings and profits	17c	
	d	Other items and amounts (attach statement)		
Reconciliation	18	Income/loss reconciliation. Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	1,422,822.

JWA

Form 1120S (2006)

Schedule L	Balance Sheets per Books	Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
Assets					
1	Cash				1,537,690.
2 a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. Government obligations				
5	Tax-exempt securities				
6	Other current assets (att. stmt.)	STATEMENT 7			1,547,185.
7	Loans to shareholders				
8	Mortgage and real estate loans				
9	Other investments (att. stmt.)				
10 a	Buildings and other depreciable assets			286,676.	
b	Less accumulated depreciation			156,241.	130,435.
11 a	Depletable assets				
b	Less accumulated depletion				
12	Land (net of any amortization)				608.
13 a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
14	Other assets (att. stmt.)	STATEMENT 8			167,861.
15	Total assets				3,383,779.
Liabilities and Shareholders' Equity					
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				1,279,050.
18	Other current liabilities (att. stmt.)	STATEMENT 9			4,500.
19	Loans from shareholders				662,148.
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (att. stmt.)				
22	Capital stock				1,400.
23	Additional paid-in capital				245,116.
24	Retained earnings	STATEMENT 11			1,414,643.
25	Adjustments to shareholders' equity (att. stmt.)	STATEMENT 12			<223,078.>
26	Less cost of treasury stock				
27	Total liabilities and shareholders' equity				3,383,779.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are \$10 million or more - see instructions

1	Net income (loss) per books	1,414,643.	5	Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):		a	Tax-exempt interest \$	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14i (itemize):		6	Deductions included on Schedule K, lines 1 through 12 and 14i, not charged against book income this year (itemize):	
a	Depreciation \$		a	Depreciation \$	
b	Travel and entertainment \$	7,803.	7	Add lines 5 and 6	
STMT 10		376.			
		8,179.	8	Income (loss) (Schedule K, line 18). Line 4 less line 7	1,422,822.
4	Add lines 1 through 3	1,422,822.			

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year		
2	Ordinary income from page 1, line 21	1,479,798.	
3	Other additions STATEMENT 5	6,966.	
4	Loss from page 1, line 21	()	
5	Other reductions STATEMENT 6	(294,823)	
6	Combine lines 1 through 5	1,191,941.	
7	Distributions other than dividend distributions		
8	Balance at end of tax year. Subtract line 7 from line 6	1,191,941.	

Depreciation and Amortization
(Including Information on Listed Property) **OTHER**

▶ See separate instructions. ▶ Attach to your tax return.

Name(s) shown on return LIC HOLDINGS INC	Business or activity to which this form relates OTHER DEPRECIATION	Identifying number 20-5290314
----------------------------------------------------	------------------------------------------------------------------------------	-----------------------------------------

Part I Election To Expense Certain Property Under Section 179 Note: If you have any listed property, complete Part V before you complete Part I.

1 Maximum amount. See the instructions for a higher limit for certain businesses	1	108,000.
2 Total cost of section 179 property placed in service (see instructions)	2	182,760.
3 Threshold cost of section 179 property before reduction in limitation	3	430,000.
4 Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5 Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	108,000.
6 (a) Description of property	(b) Cost (business use only)	(c) Elected cost
SEE STATEMENT 13	63,942.	63,942.
7 Listed property. Enter the amount from line 29	7	
8 Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	63,942.
9 Tentative deduction. Enter the smaller of line 5 or line 8	9	63,942.
10 Carryover of disallowed deduction from line 13 of your 2005 Form 4562	10	
11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11	108,000.
12 Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	63,942.
13 Carryover of disallowed deduction to 2007. Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)

14 Special allowance for qualified New York Liberty or Gulf Opportunity Zone property (other than listed property) placed in service during the tax year	14	
15 Property subject to section 168(f)(1) election	15	
16 Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17 MACRS deductions for assets placed in service in tax years beginning before 2006	17	
18 If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here	<input type="checkbox"/>	

Section B - Assets Placed in Service During 2006 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property		9,852.	5 YRS.	MQ	SL	545.
c 7-year property		115,230.	7 YRS.	MQ	200DB	4,582.
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property	/		27.5 yrs.	MM	S/L	
	/		27.5 yrs.	MM	S/L	
i Nonresidential real property	/		39 yrs.	MM	S/L	
	/			MM	S/L	

Section C - Assets Placed in Service During 2006 Tax Year Using the Alternative Depreciation System

20a Class life						S/L
b 12-year			12 yrs.			S/L
c 40-year	/		40 yrs.	MM		S/L

Part IV Summary (see instructions)

21 Listed property. Enter amount from line 28	21	
22 Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr.	22	5,127.
23 For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Part V Listed Property (Include automobiles, certain other vehicles, cellular telephones, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? Yes No **24b** If "Yes," is the evidence written? Yes No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special allowance for qualified New York Liberty or Gulf Opportunity Zone property placed in service during the tax year and used more than 50% in a qualified business use							25	
26 Property used more than 50% in a qualified business use:								
		%						
		%						
		%						
27 Property used 50% or less in a qualified business use:								
		%				S/L -		
		%				S/L -		
		%				S/L -		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							28	
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1							29	

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person.

If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle		(b) Vehicle		(c) Vehicle		(d) Vehicle		(e) Vehicle		(f) Vehicle	
	Yes	No										
30 Total business/investment miles driven during the year (do not include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons.

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use?		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2006 tax year:					
43 Amortization of costs that began before your 2006 tax year					43
44 Total. Add amounts in column (f). See the instructions for where to report					44

2006 DEPRECIATION AND AMORTIZATION REPORT

OTHER DEPRECIATION

OTHER

Asset No.	Description	Date Acquired	Method	Life	Conv Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	* Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
6	OFFICE FURNITURE	09/03/02	200DE	7.00	HY17	10,700.				10,700.	5,518.		0.	5,518.
10	OFFICE FURNITURE	12/03/02	200DE	7.00	HY17	20,123.				20,123.	10,079.		0.	10,079.
11	OFFICE FURNITURE	10/30/02	200DE	7.00	HY17	4,047.				4,047.	2,027.		0.	2,027.
12	OFFICE FURNITURE	11/20/02	200DE	7.00	HY17	2,923.				2,923.	1,464.		0.	1,464.
13	OFFICE FURNITURE	12/26/02	200DE	7.00	HY17	4,101.				4,101.	2,054.		0.	2,054.
14	START UP COSTS	01/01/02		60M	HY43	866.				866.	807.		0.	807.
15	OFFICE EQUIPMENT	07/11/03	200DE	7.00	HY17	12,274.				12,274.	3,964.		0.	3,964.
16	COMPUTER EQUIPMENT	08/28/03	200DE	5.00	HY17	1,203.				1,203.	474.		0.	474.
17	OFFICE FURNITURE	04/28/05	200DE	7.00	HY17	2,965.		2,965.					0.	
18	COMPUTER EQUIPMENT	06/01/05	200DE	5.00	HY17	1,850.		1,850.					0.	
19	OFFICE EQUIPMENT	04/05/06	200DE	7.00	HY17	16,619.		16,619.					0.	
20	OFFICE EQUIPMENT	05/01/06	200DE	7.00	HY17	12,651.		12,651.					0.	
26	COMPUTER EQUIPMENT	05/01/06	200DE	7.00	HY17	8,200.		8,200.					0.	
32	OFFICE EQUIPMENT	09/20/06	200DE	7.00	MC19C	4,880.				4,880.			407.	407.
33	COMPUTER EQUIPMENT	09/11/06	200DE	5.00	MC19E	2,237.				2,237.			261.	261.
34	COMPUTER EQUIPMENT	11/08/06	200DE	5.00	MC19E	11,081.		11,081.				11,081.	11,081.	
35	COMPUTER EQUIPMENT	12/18/06	200DE	5.00	MC19E	1,351.				1,351.			23.	23.
36	LEASEHOLD IMPROVEMENTS	10/19/06	SL	5.00	MC19E	6,264.				6,264.			261.	261.

628111
12-05-06

(D) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

2006 DEPRECIATION AND AMORTIZATION REPORT

OTHER DEPRECIATION

OTHER

Asset No.	Description	Date Acquired	Method	Life	Conv	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	* Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
37	OFFICE EQUIPMENT	10/24/06	200DE	7.00	MC	19C	9,825.				9,825.			585.	585.
38	OFFICE EQUIPMENT	11/12/06	200DE	7.00	MC	19C	8,137.		8,137.				8,137.	8,137.	
39	OFFICE FURNITURE	10/16/06	200DE	7.00	MC	19C	24,500.		24,500.				24,500.	24,500.	
40	OFFICE FURNITURE	10/30/06	200DE	7.00	MC	19C	4,290.		4,290.				4,290.	4,290.	
41	OFFICE FURNITURE	11/01/06	200DE	7.00	MC	19C	7,265.		7,265.				7,265.	7,265.	
42	OFFICE FURNITURE	11/06/06	200DE	7.00	MC	19C	6,544.		6,544.				6,544.	6,544.	
43	DECORATIVE ARTWORK	11/06/06	200DE	7.00	MC	19C	100,525.				100,525.			3,590.	3,590.
44	OFFICE FURNITURE	12/11/06	200DE	7.00	MC	19C	2,125.		2,125.				2,125.	2,125.	
	* TOTAL OTHER DEPRECIATION & AMORT						287,546.		106,227.		181,319.	26,387.	63,942.	69,069.	31,514.
	LESS: SEC 179 ALLOC TO SHAREHOLDERS													63,942.	
	NET DEPRECIATION													5,127.	
	CURRENT YEAR ACTIVITY														
	BEGINNING BALANCE						98,522.		42,285.	0.	56,237.	26,387.			26,387.
	ACQUISITIONS						189,024.		63,942.	0.	125,082.	0.			5,127.
	DISPOSITIONS						0.		0.	0.	0.	0.			0.
	ENDING BALANCE						287,546.		106,227.	0.	181,319.	26,387.			31,514.

628111
12-05-06

(D) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

FORM 1120S	TAXES AND LICENSES	STATEMENT	1
DESCRIPTION		AMOUNT	
PAYROLL TAXES		82,280.	
TOTAL TO FORM 1120S, PAGE 1, LINE 12		82,280.	

FORM 1120S	OTHER DEDUCTIONS	STATEMENT	2
DESCRIPTION		AMOUNT	
ALARM & GUARD SERVICE		2,796.	
AUTO EXPENSES		8,447.	
BANK CHARGES		12,394.	
COMMISSIONS		567,439.	
COMPUTER SUPPLIES & EXPENSES		10,532.	
CONSULTING		153,946.	
CONTRACT LABOR		9,690.	
CONVENTION EXPENSES		1,550.	
DUES & SUBSCRIPTIONS		3,172.	
EDUCATION		7,491.	
FEES-CONTROL AGREEMENT		650.	
FEES-LOAN UTILIZATION		684,238.	
INSURANCE		78,188.	
LEGAL & ACCOUNTING		430,853.	
LICENSES & TAXES		3,081.	
MANAGEMENT FEES		800.	
MEALS AND ENTERTAINMENT		7,804.	
MEDICAL UNDERWRITING FEES		7,624.	
OFFICE EXPENSES		41,810.	
PAYROLL PROCESSING CHARGES		1,114.	
PENSION PLAN ACCOUNTING		3,750.	
POSTAGE		5,482.	
PRINTING & SUPPLIES		18,110.	
SERVICE FEE EXPENSE		167,379.	
SUPPLIES		9,360.	
TELEPHONE		11,938.	
TRAVEL		50,751.	
UTILITIES		2,584.	
TOTAL TO FORM 1120S, PAGE 1, LINE 19		2,302,973.	

SCHEDULE K	INTEREST INCOME	STATEMENT	3
DESCRIPTION	US	OTHER	
INTEREST INCOME		6,966.	
TOTAL TO SCHEDULE K, LINE 4		6,966.	

SCHEDULE K	NONDEDUCTIBLE EXPENSES	STATEMENT	4
DESCRIPTION		AMOUNT	
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES		7,803.	
TOTAL TO SCHEDULE K, LINE 16C		7,803.	

SCHEDULE M-2	ACCUMULATED ADJUSTMENTS ACCOUNT - OTHER ADDITIONS	STATEMENT	5
DESCRIPTION		AMOUNT	
PORTFOLIO INTEREST INCOME		6,966.	
TOTAL TO SCHEDULE M-2, LINE 3 - COLUMN (A)		6,966.	

SCHEDULE M-2	ACCUMULATED ADJUSTMENTS ACCOUNT- OTHER REDUCTIONS	STATEMENT	6
DESCRIPTION		AMOUNT	
SECTION 179 EXPENSE DEDUCTION		63,942.	
NONDEDUCTIBLE EXPENSES		7,803.	
TRANSFER FROM PREDECESSOR		223,078.	
TOTAL TO SCHEDULE M-2, LINE 5 - COLUMN (A)		294,823.	

SCHEDULE L	OTHER CURRENT ASSETS	STATEMENT	7
DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR	
VARIOUS LOANS RECEIVABLE		1,546,985.	
STOCK SUBSCRIPTION RECEIVABLE		200.	
TOTAL TO SCHEDULE L, LINE 6		1,547,185.	

SCHEDULE L	OTHER ASSETS	STATEMENT	8
DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR	
SECURITY DEPOSITS		39,255.	
PROPRIETARY ESTATE PLANNING PROGRAM		103,606.	
INDEMNITY AGREEMENT DEPOSIT		25,000.	
TOTAL TO SCHEDULE L, LINE 14		167,861.	

SCHEDULE L	OTHER CURRENT LIABILITIES	STATEMENT	9
DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR	
INDEMNITY DEPOSIT-BNC NAT'L BANK		4,500.	
TOTAL TO SCHEDULE L, LINE 18		4,500.	

SCHEDULE M-1	EXPENSES RECORDED ON BOOKS THIS YEAR NOT INCLUDED ON SCHEDULE K	STATEMENT	10
DESCRIPTION		AMOUNT	
PENALTIES		376.	
TOTAL TO SCHEDULE M-1, LINE 3		376.	

SCHEDULE L	ANALYSIS OF TOTAL RETAINED EARNINGS PER BOOKS	STATEMENT	11
DESCRIPTION		AMOUNT	
BALANCE AT BEGINNING OF YEAR		0.	
NET INCOME PER BOOKS		1,414,643.	
DISTRIBUTIONS		0.	
OTHER INCREASES (DECREASES)			
BALANCE AT END OF YEAR - SCHEDULE L, LINE 24, COLUMN (D)		1,414,643.	

SCHEDULE L	ADJUSTMENTS TO SHAREHOLDERS' EQUITY	STATEMENT	12
DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR	
TRANSFER OF RETAINED EARNINGS FROM PRECEDESSORS		<223,078.>	
TOTAL TO SCHEDULE L, LINE 25		<223,078.>	

FORM 4562	PART I - SECTION 179 EXPENSE	STATEMENT	13
(A) DESCRIPTION OF PROPERTY	(B) COST	(C) ELECTED COST	
COMPUTER EQUIPMENT	11,081.	11,081.	
OFFICE EQUIPMENT	8,137.	8,137.	
OFFICE FURNITURE	24,500.	24,500.	
OFFICE FURNITURE	4,290.	4,290.	
OFFICE FURNITURE	7,265.	7,265.	
OFFICE FURNITURE	6,544.	6,544.	
OFFICE FURNITURE	2,125.	2,125.	
TOTAL TO FORM 4562, PART I, LINE 6	63,942.	63,942.	

ALTERNATIVE MINIMUM TAX DEPRECIATION REPORT

Asset No.	Description	Date Acquired	AMT Method	AMT Life	AMT Cost Or Basis	AMT Accumulated	Regular Depreciation	AMT Depreciation	AMT Adjustment
6	OFFICE FURNITURE	090302	150DB	7.00	10,700.	6,113.	0.	437.	<437.>
10	OFFICE FURNITURE	120302	150DB	7.00	20,123.	11,496.	0.	822.	<822.>
11	OFFICE FURNITURE	103002	150DB	7.00	4,047.	2,312.	0.	165.	<165.>
12	OFFICE FURNITURE	112002	150DB	7.00	2,923.	1,670.	0.	119.	<119.>
13	OFFICE FURNITURE	122602	150DB	7.00	4,101.	2,343.	0.	167.	<167.>
15	OFFICE EQUIPMENT	071103	150DB	7.00	12,274.	7,012.	0.	501.	<501.>
16	COMPUTER EQUIPMENT	082803	150DB	5.00	1,203.	902.	0.	67.	<67.>
32	OFFICE EQUIPMENT	092006	150DB	7.00	4,880.	0.	407.	305.	102.
33	COMPUTER EQUIPMENT	091106	150DB	5.00	2,237.	0.	261.	196.	65.
34	COMPUTER EQUIPMENT	110806	150DB	5.00	11,081.	0.	11,081.	11,081.	0.
35	COMPUTER EQUIPMENT	121806	150DB	5.00	1,351.	0.	23.	17.	6.
36	LEASEHOLD IMPROVEMENTS	101906	SL	5.00	6,264.	0.	261.	261.	0.
37	OFFICE EQUIPMENT	102406	150DB	7.00	9,825.	0.	585.	439.	146.
38	OFFICE EQUIPMENT	111206	150DB	7.00	8,137.	0.	8,137.	8,137.	0.
39	OFFICE FURNITURE	101606	150DB	7.00	24,500.	0.	24,500.	24,500.	0.
40	OFFICE FURNITURE	103006	150DB	7.00	4,290.	0.	4,290.	4,290.	0.
41	OFFICE FURNITURE	110106	150DB	7.00	7,265.	0.	7,265.	7,265.	0.
42	OFFICE FURNITURE	110606	150DB	7.00	6,544.	0.	6,544.	6,544.	0.
43	DECORATIVE ARTWORK	110606	150DB	7.00	100,525.	0.	3,590.	2,693.	897.
44	OFFICE FURNITURE	121106	150DB	7.00	2,125.	0.	2,125.	2,125.	0.
TOTALS					244,395.	31,848.	69,069.	70,131.	<1,062.>
MACRS AMT ADJUSTMENT								<1,062.>	

628104
05-01-06

2006 DEPRECIATION AND AMORTIZATION REPORT

- CURRENT YEAR FEDERAL - LIC HOLDINGS INC

Asset No.	Description	Date Acquired	Method	Life	Line No.	Unadjusted Cost Or Basis	Bus % Excl	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Current Year Deduction
6	OFFICE FURNITURE	090302	200DB	7.00	17	10,700.			10,700.	5,518.		0.
10	OFFICE FURNITURE	120302	200DB	7.00	17	20,123.			20,123.	10,079.		0.
11	OFFICE FURNITURE	103002	200DB	7.00	17	4,047.			4,047.	2,027.		0.
12	OFFICE FURNITURE	112002	200DB	7.00	17	2,923.			2,923.	1,464.		0.
13	OFFICE FURNITURE	122602	200DB	7.00	17	4,101.			4,101.	2,054.		0.
14	START UP COSTS	010102		60M	43	866.			866.	807.		0.
15	OFFICE EQUIPMENT	071103	200DB	7.00	17	12,274.			12,274.	3,964.		0.
16	COMPUTER EQUIPMENT	082803	200DB	5.00	17	1,203.			1,203.	474.		0.
17	OFFICE FURNITURE	042805	200DB	7.00	17	2,965.		2,965.				0.
18	COMPUTER EQUIPMENT	060105	200DB	5.00	17	1,850.		1,850.				0.
19	OFFICE EQUIPMENT	040506	200DB	7.00	17	16,619.		16619.				0.
20	OFFICE EQUIPMENT	050106	200DB	7.00	17	12,651.		12651.				0.
26	COMPUTER EQUIPMENT	050106	200DB	7.00	17	8,200.		8,200.				0.
32	OFFICE EQUIPMENT	092006	200DB	7.00	19C	4,880.			4,880.			407.
33	COMPUTER EQUIPMENT	091106	200DB	5.00	19B	2,237.			2,237.			261.
34	COMPUTER EQUIPMENT	110806	200DB	5.00	19B	11,081.		11081.			11,081.	11,081.
35	COMPUTER EQUIPMENT	121806	200DB	5.00	19B	1,351.			1,351.			23.
36	LEASEHOLD IMPROVEMENTS	101906	SL	5.00	19B	6,264.			6,264.			261.

628102
07-28-06

(D) - Asset disposed

* ITC, Section 179, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

TS000938

2006 DEPRECIATION AND AMORTIZATION REPORT

- CURRENT YEAR FEDERAL - LIC HOLDINGS INC

Asset No.	Description	Date Acquired	Method	Life	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Current Year Deduction
37	OFFICE EQUIPMENT	102406	200DB	7.00	19C	9,825.			9,825.			585.
38	OFFICE EQUIPMENT	111206	200DB	7.00	19C	8,137.		8,137.			8137.	8,137.
39	OFFICE FURNITURE	101606	200DB	7.00	19C	24,500.		24500.		24,500.		24,500.
40	OFFICE FURNITURE	103006	200DB	7.00	19C	4,290.		4,290.		4290.		4,290.
41	OFFICE FURNITURE	110106	200DB	7.00	19C	7,265.		7,265.		7265.		7,265.
42	OFFICE FURNITURE	110606	200DB	7.00	19C	6,544.		6,544.		6544.		6,544.
43	DECORATIVE ARTWORK	110606	200DB	7.00	19C	100,525.			100,525.			3,590.
44	OFFICE FURNITURE	121106	200DB	7.00	19C	2,125.		2,125.		2125.		2,125.
	* TOTAL OTHER DEPRECIATION & AMORT LESS: SEC 179 ALLOC TO SHAREHOLDERS					287,546.		106,227.	181,319.	26,387.	63,942.	69,069.
	NET DEPRECIATION											63,942.
	NET DEPRECIATION											5,127.
	CURRENT YEAR ACTIVITY											
	BEGINNING BALANCE					98,522.		42285.	56,237.	26,387.		
	ACQUISITIONS					189,024.		63942.	125,082.		0.	
	DISPOSITIONS					0.		0.	0.		0.	
	ENDING BALANCE					287,546.		106,227.	181,319.	26,387.		

2007 DEPRECIATION AND AMORTIZATION REPORT

- NEXT YEAR FEDERAL - LIC HOLDINGS INC

Asset No.	Description	Date Acquired	Method	Life	Unadjusted Cost Or Basis	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Amount Of Depreciation
6	OFFICE FURNITURE	090302	200DB	7.00	10,700.		10,700.	5,518.	1,636.
	AMT DEPRECIATION		150DB	7.00				6,550.	1,311.
10	OFFICE FURNITURE	120302	200DB	7.00	20,123.		20,123.	10,079.	3,172.
	AMT DEPRECIATION		150DB	7.00				12,318.	2,465.
11	OFFICE FURNITURE	103002	200DB	7.00	4,047.		4,047.	2,027.	638.
	AMT DEPRECIATION		150DB	7.00				2,477.	496.
12	OFFICE FURNITURE	112002	200DB	7.00	2,923.		2,923.	1,464.	461.
	AMT DEPRECIATION		150DB	7.00				1,789.	358.
13	OFFICE FURNITURE	122602	200DB	7.00	4,101.		4,101.	2,054.	646.
	AMT DEPRECIATION		150DB	7.00				2,510.	502.
14	START UP COSTS	010102		60M	866.		866.	807.	59.
15	OFFICE EQUIPMENT	071103	200DB	7.00	12,274.		12,274.	3,964.	2,624.
	AMT DEPRECIATION		150DB	7.00				7,513.	1,503.
16	COMPUTER EQUIPMENT	082803	200DB	5.00	1,203.		1,203.	474.	625.
	AMT DEPRECIATION		150DB	5.00				969.	201.
17	OFFICE FURNITURE	042805	200DB	7.00	2,965.	2,965.			0.
18	COMPUTER EQUIPMENT	060105	200DB	5.00	1,850.	1,850.			0.
19	OFFICE EQUIPMENT	040506	200DB	7.00	16,619.	16619.			0.

628103
05-01-06

(D) - Asset disposed

* ITC, Section 179, Salvage, HR 3090, Commercial Revitalization Deduction, GO Zone

TS000940

2007 DEPRECIATION AND AMORTIZATION REPORT

- NEXT YEAR FEDERAL - LIC HOLDINGS INC

Asset No.	Description	Date Acquired	Method	Life	Unadjusted Cost Or Basis	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Amount Of Depreciation
20	OFFICE EQUIPMENT	050106	200DB	7.00	12,651.	12651.			0.
26	COMPUTER EQUIPMENT	050106	200DB	7.00	8,200.	8,200.			0.
32	OFFICE EQUIPMENT AMT DEPRECIATION	092006	200DB 150DB	7.00 7.00	4,880.		4,880.	407. 305.	1,278. 980.
33	COMPUTER EQUIPMENT AMT DEPRECIATION	091106	200DB 150DB	5.00 5.00	2,237.		2,237.	261. 196.	790. 612.
34	COMPUTER EQUIPMENT AMT DEPRECIATION	110806	200DB 150DB	5.00 5.00	11,081.	11081.			0.
35	COMPUTER EQUIPMENT AMT DEPRECIATION	121806	200DB 150DB	5.00 5.00	1,351.		1,351.	23. 17.	531. 400.
36	LEASEHOLD IMPROVEMENTS AMT DEPRECIATION	101906	SL SL	5.00 5.00	6,264.		6,264.	261. 261.	1,253. 1,253.
37	OFFICE EQUIPMENT AMT DEPRECIATION	102406	200DB 150DB	7.00 7.00	9,825.		9,825.	585. 439.	2,640. 2,011.
38	OFFICE EQUIPMENT AMT DEPRECIATION	111206	200DB 150DB	7.00 7.00	8,137.	8,137.			0.
39	OFFICE FURNITURE AMT DEPRECIATION	101606	200DB 150DB	7.00 7.00	24,500.	24500.			0.
40	OFFICE FURNITURE AMT DEPRECIATION	103006	200DB 150DB	7.00 7.00	4,290.	4,290.			0.

628103
05-01-06

(D) - Asset disposed

* ITC, Section 179, Salvage, HR 3090, Commercial Revitalization Deduction, GO Zone

2007 DEPRECIATION AND AMORTIZATION REPORT

- NEXT YEAR FEDERAL - LIC HOLDINGS INC

Asset No.	Description	Date Acquired	Method	Life	Unadjusted Cost Or Basis	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Amount Of Depreciation
41	OFFICE FURNITURE AMT DEPRECIATION	110106	200DE 150DE	7.00 7.00	7,265.	7,265.			0.
42	OFFICE FURNITURE AMT DEPRECIATION	110606	200DE 150DE	7.00 7.00	6,544.	6,544.			0.
43	DECORATIVE ARTWORK AMT DEPRECIATION	110606	200DE 150DE	7.00 7.00	100,525.		100,525.	3,590. 2,693.	27,696. 20,964.
44	OFFICE FURNITURE AMT DEPRECIATION	121106	200DE 150DE	7.00 7.00	2,125.	2,125.			0.
	* TOTAL OTHER DEPRECIATION & AMORT AMT DEPRECIATION				287,546. 244,395.		181,319. 180,453.	31,514. 38,037.	44,049. 33,056.

628103
05-01-06

(D) - Asset disposed

* ITC, Section 179, Salvage, HR 3090, Commercial Revitalization Deduction, GO Zone

TS000942

SCHEDULE K-1

NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	2,575.	SEE FORM 1040 INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

	Report on	Code	Report on
1. Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:		L Credit for increasing research activities	} See the Shareholder's Instructions
Passive loss	See the Shareholder's Instructions	M New markets credit	
Passive income	Schedule E, line 28, column (g)	N Credit for employer social security and Medicare taxes	
Nonpassive loss	Schedule E, line 28, column (h)	O Backup withholding	
Nonpassive income	Schedule E, line 28, column (j)	P Other credits	See the Shareholder's Instructions
2. Net rental real estate income (loss)	See the Shareholder's Instructions	14. Foreign transactions	
3. Other net rental income (loss)		A Name of country or U.S. possession	} Form 1116, Part I
Net income	Schedule E, line 28, column (g)	B Gross income from all sources	
Net loss	See the Shareholder's Instructions	C Gross income sourced at shareholder level	
4. Interest income	Form 1040, line 8a	Foreign gross income sourced at corporate level	
5a. Ordinary dividends	Form 1040, line 9a	D Passive	} Form 1116, Part I
5b. Qualified dividends	Form 1040, line 9b	E Listed categories	
6. Royalties	Schedule E, line 4	F General limitation	
7. Net short-term capital gain (loss)	Schedule D, line 5, column (f)	Deductions allocated and apportioned to shareholder level	
8a. Net long-term capital gain (loss)	Schedule D, line 12, column (f)	G Interest expense	Form 1116, Part I
8b. Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)	H Other	Form 1116, Part I
8c. Unrecaptured section 1250 gain	See the Shareholder's Instructions	Deductions allocated and apportioned at corporate level to foreign source income	
9. Net section 1231 gain (loss)	See the Shareholder's Instructions	I Passive	} Form 1116, Part I
10. Other income (loss)		J Listed categories	
		K General limitation	
		Other information	
Code		L Total foreign taxes paid	Form 1116, Part II
A Other portfolio income (loss)	See the Shareholder's Instructions	M Total foreign taxes accrued	Form 1116, Part II
B Involuntary conversions	See the Shareholder's Instructions	N Reduction in taxes available for credit	Form 1116, line 12
C Sec. 1256 contracts & straddles	Form 6781, line 1	O Foreign trading gross receipts	Form 8873
D Mining exploration costs recapture	See Pub. 535	P Extraterritorial income exclusion	Form 8873
E Other income (loss)	See the Shareholder's Instructions	Q Other foreign transactions	See the Shareholder's Instructions
11. Section 179 deduction	See the Shareholder's Instructions	15. Alternative minimum tax (AMT) items	
12. Other deductions		A Post-1986 depreciation adjustment	} See the Shareholder's Instructions and the Instructions for Form 6251
A Cash contributions (50%)	} See the Shareholder's Instructions	B Adjusted gain or loss	
B Cash contributions (30%)		C Depletion (other than oil & gas)	
C Noncash contributions (50%)		D Oil, gas, & geothermal - gross income	
D Noncash contributions (30%)		E Oil, gas, & geothermal - deductions	
E Capital gain property to a 50% organization (30%)		F Other AMT items	
F Capital gain property (20%)			16. Items affecting shareholder basis
G Investment interest expense	Form 4952, line 1	A Tax-exempt interest income	Form 1040, line 8b
H Deductions - royalty income	Schedule E, line 18	B Other tax-exempt income	} See the Shareholder's Instructions
I Section 59(e)(2) expenditures	See the Shareholder's Instructions	C Nondeductible expenses	
J Deductions - portfolio (2% floor)	Schedule A, line 22	D Property distributions	
K Deductions - portfolio (other)	Schedule A, line 27	E Repayment of loans from shareholders	
L Preproductive period expenses	See the Shareholder's Instructions	17. Other information	
M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions	A Investment income	Form 4952, line 4a
N Reforestation expense deduction	See the Shareholder's Instructions	B Investment expenses	Form 4952, line 5
O Domestic production activities information	See Form 8903 instructions	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
P Qualified production activities income	Form 8903, line 7	D Basis of energy property	See the Shareholder's Instructions
Q Employer's W-2 wages	Form 8903, line 13	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
R Other deductions	See the Shareholder's Instructions	F Recapture of low-income housing credit (other)	Form 8611, line 8
13. Credits		G Recapture of investment credit	See Form 4255
A Low-income housing credit (section 42(j)(5))	} See the Shareholder's Instructions	H Recapture of other credits	See the Shareholder's Instructions
B Low-income housing credit (other)		I Look-back interest - completed long-term contracts	See Form 8697
C Qualified rehabilitation expenditures (rental real estate)		J Look-back interest - income forecast method	See Form 8866
D Other rental real estate credits		K Dispositions of property with section 179 deductions	} See the Shareholder's Instructions
E Other rental credits		L Recapture of section 179 deduction	
F Undistributed capital gains credit		M Section 452(j)(3) information	
G Credit for alcohol used as fuel	N Section 453A(c) information		
H Work opportunity credit	O Section 1260(b) information		
I Welfare-to-work credit	P Interest allocable to production expenditures		
J Disabled access credit	Q CCF nonqualified withdrawals		
K Empowerment zone and renewal community employment credit	R Information needed to figure depletion - oil and gas		
	S Amortization of reforestation costs		
	T Other information		

SCHEDULE K-1

NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	3,511.	SEE FORM 1040 INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

	Report on	Code	Report on	
1. Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:		L Credit for increasing research activities	} See the Shareholder's Instructions	
Passive loss	See the Shareholder's Instructions	M New markets credit		
Passive income	Schedule E, line 28, column (g)	N Credit for employer social security and Medicare taxes		
Nonpassive loss	Schedule E, line 28, column (h)	O Backup withholding		
Nonpassive income	Schedule E, line 28, column (j)	P Other credits	Form 1040, line 64 See the Shareholder's Instructions	
2. Net rental real estate income (loss)	See the Shareholder's Instructions	14. Foreign transactions		
3. Other net rental income (loss)		A Name of country or U.S. possession	} Form 1116, Part I	
Net income	Schedule E, line 28, column (g)	B Gross income from all sources		
Net loss	See the Shareholder's Instructions	C Gross income sourced at shareholder level		
4. Interest income	Form 1040, line 8a	Foreign gross income sourced at corporate level		
5a. Ordinary dividends	Form 1040, line 9a	D Passive	} Form 1116, Part I	
5b. Qualified dividends	Form 1040, line 9b	E Listed categories		
6. Royalties	Schedule E, line 4	F General limitation		
7. Net short-term capital gain (loss)	Schedule D, line 5, column (f)	Deductions allocated and apportioned to shareholder level		
8a. Net long-term capital gain (loss)	Schedule D, line 12, column (f)	G Interest expense	Form 1116, Part I	
8b. Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)	H Other	Form 1116, Part I	
8c. Unrecaptured section 1250 gain	See the Shareholder's Instructions	Deductions allocated and apportioned at corporate level to foreign source income		
9. Net section 1231 gain (loss)	See the Shareholder's Instructions	I Passive	} Form 1116, Part I	
10. Other income (loss)		J Listed categories		
		K General limitation		
		Other information		
A Other portfolio income (loss)	See the Shareholder's Instructions	L Total foreign taxes paid	Form 1116, Part II	
B Involuntary conversions	See the Shareholder's Instructions	M Total foreign taxes accrued	Form 1116, Part II	
C Sec. 1256 contracts & straddles	Form 6781, line 1	N Reduction in taxes available for credit	Form 1116, line 12	
D Mining exploration costs recapture	See Pub. 535	O Foreign trading gross receipts	Form 8873	
E Other income (loss)	See the Shareholder's Instructions	P Extraterritorial income exclusion	Form 8873	
11. Section 179 deduction	See the Shareholder's Instructions	Q Other foreign transactions	See the Shareholder's Instructions	
12. Other deductions		15. Alternative minimum tax (AMT) items		
A Cash contributions (50%)	} See the Shareholder's Instructions	A Post-1986 depreciation adjustment	} See the Shareholder's Instructions and the Instructions for Form 6251	
B Cash contributions (30%)				
C Noncash contributions (50%)				
D Noncash contributions (30%)				
E Capital gain property to a 50% organization (30%)				
F Capital gain property (20%)		B Adjusted gain or loss		
G Investment interest expense	Form 4952, line 1	C Depletion (other than oil & gas)		
H Deductions - royalty income	Schedule E, line 18	D Oil, gas, & geothermal - gross income		
I Section 59(e)(2) expenditures	See the Shareholder's Instructions	E Oil, gas, & geothermal - deductions		
J Deductions - portfolio (2% floor)	Schedule A, line 22	F Other AMT items		
K Deductions - portfolio (other)	Schedule A, line 27	16. Items affecting shareholder basis		
L Preproductive period expenses	See the Shareholder's Instructions	A Tax-exempt interest income	Form 1040, line 8b	
M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions	B Other tax-exempt income	} See the Shareholder's Instructions	
N Reforestation expense deduction	See the Shareholder's Instructions	C Nondeductible expenses		
O Domestic production activities information	See Form 8903 instructions	D Property distributions		
P Qualified production activities income	Form 8903, line 7	E Repayment of loans from shareholders		
Q Employer's W-2 wages	Form 8903, line 13	17. Other information		
R Other deductions	See the Shareholder's Instructions	A Investment income	Form 4952, line 4a	
13. Credits		B Investment expenses	Form 4952, line 5	
A Low-income housing credit (section 42(j)(5))	} See the Shareholder's Instructions	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions	
B Low-income housing credit (other)				
C Qualified rehabilitation expenditures (rental real estate)				
D Other rental real estate credits				
E Other rental credits				
F Undistributed capital gains credit	Form 1040, line 70; check box a	D Basis of energy property	See the Shareholder's Instructions	
G Credit for alcohol used as fuel	} See the Shareholder's Instructions	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8	
H Work opportunity credit				
I Welfare-to-work credit				
J Disabled access credit				
K Empowerment zone and renewal community employment credit		Form 8844, line 3	F Recapture of low-income housing credit (other)	Form 8611, line 8
			G Recapture of investment credit	See Form 4255
			H Recapture of other credits	See the Shareholder's Instructions
		I Look-back interest - completed long-term contracts	See Form 8697	
		J Look-back interest - income forecast method	See Form 8866	
		K Dispositions of property with section 179 deductions	} See the Shareholder's Instructions	
		L Recapture of section 179 deduction		
		M Section 453(l)(3) information		
		N Section 453A(c) information		
		O Section 1260(b) information		
		P Interest allocable to production expenditures		
		Q CCF nonqualified withdrawals		
		R Information needed to figure depletion - oil and gas		
		S Amortization of reforestation costs		
		T Other information		

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHAREHOLDER FILING INSTRUCTIONS</u>
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES		94. SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHAREHOLDER FILING INSTRUCTIONS</u>
TENTATIVE SECTION 179 EXPENSE DEDUCTION		767. SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's instructions for Schedule K-1 and the instructions for your income tax return.

	Report on	Code	Report on	
1. Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:		L Credit for increasing research activities	} See the Shareholder's Instructions	
Passive loss	See the Shareholder's Instructions	M New markets credit		
Passive income	Schedule E, line 28, column (g)	N Credit for employer social security and Medicare taxes		
Nonpassive loss	Schedule E, line 28, column (h)	O Backup withholding		Form 1040, line 64
Nonpassive income	Schedule E, line 28, column (j)	P Other credits		See the Shareholder's Instructions
2. Net rental real estate income (loss)	See the Shareholder's Instructions	14. Foreign transactions		
3. Other net rental income (loss)		A Name of country or U.S. possession	} Form 1116, Part I	
Net income	Schedule E, line 28, column (g)	B Gross income from all sources		
Net loss	See the Shareholder's Instructions	C Gross income sourced at shareholder level		
4. Interest income	Form 1040, line 8a	Foreign gross income sourced at corporate level	} Form 1116, Part I	
5a. Ordinary dividends	Form 1040, line 9a	D Passive		
5b. Qualified dividends	Form 1040, line 9b	E Listed categories		
6. Royalties	Schedule E, line 4	F General limitation		
7. Net short-term capital gain (loss)	Schedule D, line 5, column (f)	Deductions allocated and apportioned to shareholder level	} Form 1116, Part I	
8a. Net long-term capital gain (loss)	Schedule D, line 12, column (f)	G Interest expense		
8b. Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)	H Other		Form 1116, Part I
8c. Unrecaptured section 1250 gain	See the Shareholder's Instructions	Deductions allocated and apportioned at corporate level to foreign source income	} Form 1116, Part I	
9. Net section 1231 gain (loss)	See the Shareholder's Instructions	I Passive		
10. Other income (loss)		J Listed categories		
Code		K General limitation		
A Other portfolio income (loss)	See the Shareholder's Instructions	Other information	} Form 1116, Part II	
B Involuntary conversions	See the Shareholder's Instructions	L Total foreign taxes paid		
C Sec. 1256 contracts & straddles	Form 6781, line 1	M Total foreign taxes accrued	Form 1116, Part II	
D Mining exploration costs recapture	See Pub. 535	N Reduction in taxes available for credit	Form 1116, line 12	
E Other income (loss)	See the Shareholder's Instructions	O Foreign trading gross receipts	Form 8873	
11. Section 179 deduction	See the Shareholder's Instructions	P Extraterritorial income exclusion	Form 8873	
12. Other deductions		Q Other foreign transactions	See the Shareholder's Instructions	
A Cash contributions (50%)	} See the Shareholder's Instructions	15. Alternative minimum tax (AMT) items		
B Cash contributions (30%)		A Post-1986 depreciation adjustment	} See the Shareholder's Instructions and the Instructions for Form 6251	
C Noncash contributions (50%)		B Adjusted gain or loss		
D Noncash contributions (30%)		C Depletion (other than oil & gas)		
E Capital gain property to a 50% organization (30%)		D Oil, gas, & geothermal - gross income		
F Capital gain property (20%)	E Oil, gas, & geothermal - deductions			
G Investment interest expense	Form 4952, line 1	F Other AMT items		
H Deductions - royalty income	Schedule E, line 18	16. Items affecting shareholder basis		
I Section 59(e)(2) expenditures	See the Shareholder's Instructions	A Tax-exempt interest income	Form 1040, line 8b	
J Deductions - portfolio (2% floor)	Schedule A, line 22	B Other tax-exempt income	} See the Shareholder's Instructions	
K Deductions - portfolio (other)	Schedule A, line 27	C Nondeductible expenses		
L Preproductive period expenses	See the Shareholder's Instructions	D Property distributions		
M Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions	E Repayment of loans from shareholders		
N Reforestation expense deduction	See the Shareholder's Instructions	17. Other information		
O Domestic production activities information	See Form 8903 instructions	A Investment income	Form 4952, line 4a	
P Qualified production activities income	Form 8903, line 7	B Investment expenses	Form 4952, line 5	
Q Employer's W-2 wages	Form 8903, line 13	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions	
R Other deductions	See the Shareholder's Instructions	D Basis of energy property	See the Shareholder's Instructions	
13. Credits		E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8	
A Low-income housing credit (section 42(j)(5))	} See the Shareholder's Instructions	F Recapture of low-income housing credit (other)	Form 8611, line 8	
B Low-income housing credit (other)		G Recapture of investment credit	See Form 4255	
C Qualified rehabilitation expenditures (rental real estate)		H Recapture of other credits	See the Shareholder's Instructions	
D Other rental real estate credits		I Look-back interest - completed long-term contracts	See Form 8697	
E Other rental credits		J Look-back interest - income forecast method	See Form 8866	
F Undistributed capital gains credit	Form 1040, line 70; check box a	K Dispositions of property with section 179 deductions	} See the Shareholder's Instructions	
G Credit for alcohol used as fuel	} See the Shareholder's Instructions	L Recapture of section 179 deduction		
H Work opportunity credit		M Section 453(i)(3) information		
I Welfare-to-work credit		N Section 453A(c) information		
J Disabled access credit		O Section 1260(b) information		
K Empowerment zone and renewal community employment credit		P Interest allocable to production expenditures		
	Form 8844, line 3	Q CCF nonqualified withdrawals		
		R Information needed to figure depletion - oil and gas		
		S Amortization of reforestation costs		
		T Other information		

Schedule K-1
(Form 1120S)

2006

Final K-1

Amended K-1

OMB No. 1545-0130

Department of the Treasury
Internal Revenue Service

For calendar year 2006, or tax
year beginning SEPTEMBER 1, 2006
ending DECEMBER 31, 2006

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290314

B Corporation's name, address, city, state, and ZIP code
LIC HOLDINGS INC
950 PENINSULA CORP. CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

D Tax shelter registration number, if any _____

E Check if Form 8271 is attached

Part II Information About the Shareholder

F Shareholder's identifying number
20-7354918

G Shareholder's name, address, city, state and ZIP code
DANIEL BERNSTEIN IRREV TRUST
C/O TRACI KRATISH PA, TRUSTEE
9050 PENINSULA CORP CIRCLE, STE 3010
BOCA RATON, FL 33487

H Shareholder's percentage of stock ownership for tax year 1.200000%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items	
1 Ordinary business income (loss)	13 Credits
17,758.	
2 Net rental real estate income (loss)	
3 Other net rental income (loss)	
4 Interest income	
84.	
5a Ordinary dividends	
5b Qualified dividends	14 Foreign transactions
6 Royalties	
7 Net short-term capital gain (loss)	
8a Net long-term capital gain (loss)	
8b Collectibles (28%) gain (loss)	
8c Unrecaptured sec 1250 gain	
9 Net section 1231 gain (loss)	
10 Other income (loss)	15 Alternative min tax (AMT) items
	A <13.>
11 Section 179 deduction	16 Items affecting shareholder basis
	C* 94.
12 Other deductions	
	17 Other information
	A 84.
	T* STMT

For IRS Use Only

*See attached statement for additional information.

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHAREHOLDER FILING INSTRUCTIONS</u>
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES		94. SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHAREHOLDER FILING INSTRUCTIONS</u>
TENTATIVE SECTION 179 EXPENSE DEDUCTION		767. SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

	Report on	Code	Report on
1. Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:		L Credit for increasing research activities	} See the Shareholder's Instructions
Passive loss	See the Shareholder's Instructions	M New markets credit	
Passive income	Schedule E, line 28, column (g)	N Credit for employer social security and Medicare taxes	
Nonpassive loss	Schedule E, line 28, column (h)	O Backup withholding	
Nonpassive income	Schedule E, line 28, column (j)	P Other credits	Form 1040, line 64 See the Shareholder's Instructions
2. Net rental real estate income (loss)	See the Shareholder's Instructions	14. Foreign transactions	
3. Other net rental income (loss)		A Name of country or U.S. possession	} Form 1116, Part I
Net income	Schedule E, line 28, column (g)	B Gross income from all sources	
Net loss	See the Shareholder's Instructions	C Gross income sourced at shareholder level	
4. Interest income	Form 1040, line 8a	Foreign gross income sourced at corporate level	
5a. Ordinary dividends	Form 1040, line 9a	D Passive	} Form 1116, Part I
5b. Qualified dividends	Form 1040, line 9b	E Listed categories	
6. Royalties	Schedule E, line 4	F General limitation	
7. Net short-term capital gain (loss)	Schedule D, line 5, column (f)	Deductions allocated and apportioned to shareholder level	
8a. Net long-term capital gain (loss)	Schedule D, line 12, column (f)	G Interest expense	Form 1116, Part I
8b. Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)	H Other	Form 1116, Part I
9c. Unrecaptured section 1250 gain	See the Shareholder's Instructions	Deductions allocated and apportioned at corporate level to foreign source income	
9. Net section 1231 gain (loss)	See the Shareholder's Instructions	I Passive	} Form 1116, Part I
10. Other income (loss)		J Listed categories	
		K General limitation	
A Other portfolio income (loss)	See the Shareholder's Instructions	Other information	
B Involuntary conversions	See the Shareholder's Instructions	L Total foreign taxes paid	Form 1116, Part II
C Sec. 1256 contracts & straddles	Form 6781, line 1	M Total foreign taxes accrued	Form 1116, Part II
D Mining exploration costs recapture	See Pub. 535	N Reduction in taxes available for credit	Form 1116, line 12
E Other income (loss)	See the Shareholder's Instructions	O Foreign trading gross receipts	Form 8873
		P Extraterritorial income exclusion	Form 8873
		Q Other foreign transactions	See the Shareholder's Instructions
11. Section 179 deduction	See the Shareholder's Instructions	15. Alternative minimum tax (AMT) items	
12. Other deductions		A Post-1986 depreciation adjustment	} See the Shareholder's Instructions and the Instructions for Form 6251
A Cash contributions (50%)	} See the Shareholder's Instructions	B Adjusted gain or loss	
B Cash contributions (30%)		C Depletion (other than oil & gas)	
C Noncash contributions (50%)		D Oil, gas, & geothermal - gross income	
D Noncash contributions (30%)		E Oil, gas, & geothermal - deductions	
E Capital gain property to a 50% or organization (30%)		F Other AMT items	
F Capital gain property (20%)			16. Items affecting shareholder basis
G Investment interest expense	Form 4952, line 1	A Tax-exempt interest income	Form 1040, line 8b
H Deductions - royalty income	Schedule E, line 18	B Other tax-exempt income	} See the Shareholder's Instructions
I Section 59(e)(2) expenditures	See the Shareholder's Instructions	C Nondeductible expenses	
J Deductions - portfolio (2% floor)	Schedule A, line 22	D Property distributions	
K Deductions - portfolio (other)	Schedule A, line 27	E Repayment of loans from shareholders	
L Preproductive period expenses	See the Shareholder's Instructions		
M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions	17. Other information	
N Reforestation expense deduction	See the Shareholder's Instructions	A Investment income	Form 4952, line 4a
O Domestic production activities information	See Form 8903 instructions	B Investment expenses	Form 4952, line 5
P Qualified production activities income	Form 8903, line 7	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
Q Employer's W-2 wages	Form 8903, line 13	D Basis of energy property	See the Shareholder's Instructions
R Other deductions	See the Shareholder's Instructions	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
		F Recapture of low-income housing credit (other)	Form 8611, line 8
13. Credits		G Recapture of investment credit	See Form 4255
A Low-income housing credit (section 42(j)(5))	} See the Shareholder's Instructions	H Recapture of other credits	See the Shareholder's Instructions
B Low-income housing credit (other)		I Look-back interest - completed long-term contracts	See Form 8697
C Qualified rehabilitation expenditures (rental real estate)		J Look-back interest - income forecast method	See Form 8866
D Other rental real estate credits		K Dispositions of property with section 179 deductions	} See the Shareholder's Instructions
E Other rental credits		L Recapture of section 179 deduction	
F Undistributed capital gains credit		M Section 453(i)(3) information	
G Credit for alcohol used as fuel	N Section 453A(c) information		
H Work opportunity credit	O Section 1260(b) information		
I Welfare-to-work credit	P Interest allocable to production expenditures		
J Disabled access credit	Q CCF nonqualified withdrawals		
K Empowerment zone and renewal community employment credit	R Information needed to figure depletion - oil and gas		
	S Amortization of reforestation costs		
	T Other information		

Schedule K-1
(Form 1120S)

2006

Final K-1 Amended K-1 OMB No. 1545-0130

Department of the Treasury
Internal Revenue Service

For calendar year 2006, or tax
year beginning **SEPTEMBER 1, 2006**
ending **DECEMBER 31, 2006**

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation	
A Corporation's employer identification number 20-5290314	
B Corporation's name, address, city, state, and ZIP code LIC HOLDINGS INC 950 PENINSULA CORP. CIRCLE, SUITE 3010 BOCA RATON, FL 33487	
C IRS Center where corporation filed return OGDEN, UT	
D <input type="checkbox"/> Tax shelter registration number, if any _____	
E <input type="checkbox"/> Check if Form 8271 is attached	

Part II Information About the Shareholder	
F Shareholder's identifying number 20-7294133	
G Shareholder's name, address, city, state and ZIP code ERIC BERNSTEIN IRREV TRUST C/O GERALD R LEWIN, TRUSTEE 1900 NW CORPORATE BLVD., STE E-300 BOCA RATON, FL 33431	
H Shareholder's percentage of stock ownership for tax year _____ 1.200000%	

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items	
1 Ordinary business income (loss) 17,757.	13 Credits
2 Net rental real estate income (loss)	
3 Other net rental income (loss)	
4 Interest income 83.	
5a Ordinary dividends	
5b Qualified dividends	14 Foreign transactions
6 Royalties	
7 Net short-term capital gain (loss)	
8a Net long-term capital gain (loss)	
8b Collectibles (28%) gain (loss)	
8c Unrecaptured sec 1250 gain	
9 Net section 1231 gain (loss)	
10 Other income (loss)	15 Alternative min tax (AMT) items A <13.>
11 Section 179 deduction	16 Items affecting shareholder basis C* 93.
12 Other deductions	
	17 Other information A 83.
	T* STMT
*See attached statement for additional information.	

For IRS Use Only

SCHEDULE K-1

NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES		93. SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1

OTHER INFORMATION, BOX 17, CODE T

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
TENTATIVE SECTION 179 EXPENSE DEDUCTION		768. SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

	Report on	Code	Report on
1. Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:		L Credit for increasing research activities	} See the Shareholder's Instructions
Passive loss	See the Shareholder's Instructions	M New markets credit	
Passive income	Schedule E, line 28, column (g)	N Credit for employer social security and Medicare taxes	
Nonpassive loss	Schedule E, line 28, column (h)	O Backup withholding	
Nonpassive income	Schedule E, line 28, column (j)	P Other credits	Form 1040, line 64 } See the Shareholder's Instructions
2. Net rental real estate income (loss)	See the Shareholder's Instructions	14. Foreign transactions	
3. Other net rental income (loss)		A Name of country or U.S. possession	} Form 1116, Part I
Net income	Schedule E, line 28, column (g)	B Gross income from all sources	
Net loss	See the Shareholder's Instructions	C Gross income sourced at shareholder level	
4. Interest income	Form 1040, line 8a	Foreign gross income sourced at corporate level	
5a. Ordinary dividends	Form 1040, line 9a	D Passive	} Form 1116, Part I
5b. Qualified dividends	Form 1040, line 9b	E Listed categories	
6. Royalties	Schedule E, line 4	F General limitation	
7. Net short-term capital gain (loss)	Schedule D, line 5, column (f)	Deductions allocated and apportioned to shareholder level	
8a. Net long-term capital gain (loss)	Schedule D, line 12, column (f)	G Interest expense	Form 1116, Part I
8b. Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)	H Other	Form 1116, Part I
8c. Unrecaptured section 1250 gain	See the Shareholder's Instructions	Deductions allocated and apportioned at corporate level to foreign source income	
9. Net section 1231 gain (loss)	See the Shareholder's Instructions	I Passive	} Form 1116, Part I
10. Other income (loss)		J Listed categories	
		K General limitation	
Code		Other information	
A Other portfolio income (loss)	See the Shareholder's Instructions	L Total foreign taxes paid	Form 1116, Part II
B Involuntary conversions	See the Shareholder's Instructions	M Total foreign taxes accrued	Form 1116, Part II
C Sec. 1256 contracts & straddles	Form 6781, line 1	N Reduction in taxes available for credit	Form 1116, line 12
D Mining exploration costs recapture	See Pub. 535	O Foreign trading gross receipts	Form 8873
E Other income (loss)	See the Shareholder's Instructions	P Extraterritorial income exclusion	Form 8873
		Q Other foreign transactions	See the Shareholder's Instructions
11. Section 179 deduction	See the Shareholder's Instructions	15. Alternative minimum tax (AMT) items	
12. Other deductions		A Post-1986 depreciation adjustment	} See the Shareholder's Instructions and the Instructions for Form 6251
A Cash contributions (50%)	} See the Shareholder's Instructions	B Adjusted gain or loss	
B Cash contributions (30%)		C Depletion (other than oil & gas)	
C Noncash contributions (50%)		D Oil, gas, & geothermal - gross income	
D Noncash contributions (30%)		E Oil, gas, & geothermal - deductions	
E Capital gain property to a 50% organization (30%)		F Other AMT items	
F Capital gain property (20%)			16. Items affecting shareholder basis
G Investment interest expense	Form 4952, line 1	A Tax-exempt interest income	Form 1040, line 8b
H Deductions - royalty income	Schedule E, line 18	B Other tax-exempt income	} See the Shareholder's Instructions
I Section 59(e)(2) expenditures	See the Shareholder's Instructions	C Nondeductible expenses	
J Deductions - portfolio (2% floor)	Schedule A, line 22	D Property distributions	
K Deductions - portfolio (other)	Schedule A, line 27	E Repayment of loans from shareholders	
L Preproductive period expenses	See the Shareholder's Instructions	17. Other information	
M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions	A Investment income	Form 4952, line 4a
N Reforestation expense deduction	See the Shareholder's Instructions	B Investment expenses	Form 4952, line 5
O Domestic production activities information	See Form 8903 instructions	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
P Qualified production activities income	Form 8903, line 7	D Basis of energy property	See the Shareholder's Instructions
Q Employer's W-2 wages	Form 8903, line 13	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
R Other deductions	See the Shareholder's Instructions	F Recapture of low-income housing credit (other)	Form 8611, line 8
13. Credits		G Recapture of investment credit	Form 4255
A Low-income housing credit (section 42(j)(5))	} See the Shareholder's Instructions	H Recapture of other credits	See the Shareholder's Instructions
B Low-income housing credit (other)		I Look-back interest - completed long-term contracts	
C Qualified rehabilitation expenditures (rental real estate)		J Look-back interest - income forecast method	
D Other rental real estate credits		K Dispositions of property with section 179 deductions	
E Other rental credits		L Recapture of section 179 deduction	
F Undistributed capital gains credit		M Section 453(i)(3) information	
G Credit for alcohol used as fuel	N Section 453A(c) information	} See the Shareholder's Instructions	
H Work opportunity credit	O Section 1260(b) information		
I Welfare-to-work credit	P Interest allocable to production expenditures		
J Disabled access credit	Q CCF nonqualified withdrawals		
K Empowerment zone and renewal community employment credit	R Information needed to figure depletion - oil and gas		
	S Amortization of reforestation costs		
	T Other information		
	Form 8844, line 3		

Schedule K-1
(Form 1120S)

2006

Final K-1 Amended K-1 OMB No. 1545-0130

Department of the Treasury
Internal Revenue Service

For calendar year 2006, or tax
year beginning SEPTEMBER 1, 2006
ending DECEMBER 31, 2006

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation		Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items	
A Corporation's employer identification number 20-5290314		1 Ordinary business income (loss) 17,758.	13 Credits
B Corporation's name, address, city, state, and ZIP code LIC HOLDINGS INC 950 PENINSULA CORP. CIRCLE, SUITE 3010 BOCA RATON, FL 33487		2 Net rental real estate income (loss)	
C IRS Center where corporation filed return OGDEN, UT		3 Other net rental income (loss)	
D <input type="checkbox"/> Tax shelter registration number, if any _____ E <input type="checkbox"/> Check if Form 8271 is attached		4 Interest income 84.	
Part II Information About the Shareholder		5a Ordinary dividends	
F Shareholder's identifying number 20-7294171		5b Qualified dividends	14 Foreign transactions
G Shareholder's name, address, city, state and ZIP code JACOB BERNSTEIN IRREV TRUST C/O TRACI KRATISH PA, TRUSTEE 9050 PENINSULA CORP CIRCLE, STE 3010 BOCA RATON, FL 33487		6 Royalties	
H Shareholder's percentage of stock ownership for tax year 1.200000%		7 Net short-term capital gain (loss)	
For IRS Use Only		8a Net long-term capital gain (loss)	
		8b Collectibles (28%) gain (loss)	
		8c Unrecaptured sec 1250 gain	
		9 Net section 1231 gain (loss)	
		10 Other income (loss)	15 Alternative min tax (AMT) items A <12.>
		11 Section 179 deduction	16 Items affecting shareholder basis C* 94.
		12 Other deductions	
			17 Other information A 84. T* STMT

* See attached statement for additional information.

SCHEDULE K-1

NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES		94. SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1

OTHER INFORMATION, BOX 17, CODE T

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
TENTATIVE SECTION 179 EXPENSE DEDUCTION		767. SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

	Report on	Code	Report on	
1. Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:		L Credit for increasing research activities	See the Shareholder's Instructions	
Passive loss	See the Shareholder's Instructions	M New markets credit		
Passive income	Schedule E, line 28, column (g)	N Credit for employer social security and Medicare taxes		
Nonpassive loss	Schedule E, line 28, column (h)	O Backup withholding		
Nonpassive income	Schedule E, line 28, column (i)	P Other credits	Form 1040, line 64	
2. Net rental real estate income (loss)	See the Shareholder's Instructions	14. Foreign transactions	See the Shareholder's Instructions	
3. Other net rental income (loss)		A Name of country or U.S. possession	Form 1116, Part I	
Net income	Schedule E, line 28, column (g)	B Gross income from all sources		
Net loss	See the Shareholder's Instructions	C Gross income sourced at shareholder level		
4. Interest income	Form 1040, line 8a	Foreign gross income sourced at corporate level	Form 1116, Part I	
5a. Ordinary dividends	Form 1040, line 9a	D Passive		
5b. Qualified dividends	Form 1040, line 9b	E Listed categories		
6. Royalties	Schedule E, line 4	F General limitation		
7. Net short-term capital gain (loss)	Schedule D, line 5, column (f)	Deductions allocated and apportioned to shareholder level	Form 1116, Part I	
8a. Net long-term capital gain (loss)	Schedule D, line 12, column (f)	G Interest expense		
8b. Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)	H Other		
8c. Unrecaptured section 1250 gain	See the Shareholder's Instructions	Deductions allocated and apportioned at corporate level to foreign source income	Form 1116, Part I	
9. Net section 1231 gain (loss)	See the Shareholder's Instructions	I Passive		
10. Other income (loss)	See the Shareholder's Instructions	J Listed categories		
Code		K General limitation	Form 1116, Part I	
A Other portfolio income (loss)	See the Shareholder's Instructions	Other information		
B Involuntary conversions	See the Shareholder's Instructions	L Total foreign taxes paid		
C Sec. 1256 contracts & straddles	Form 6781, line 1	M Total foreign taxes accrued	Form 1116, Part II	
D Mining exploration costs recapture	See Pub. 535	N Reduction in taxes available for credit	Form 1116, line 12	
E Other income (loss)	See the Shareholder's Instructions	O Foreign trading gross receipts	Form 8873	
11. Section 179 deduction	See the Shareholder's Instructions	P Extraterritorial income exclusion	Form 8873	
12. Other deductions		Q Other foreign transactions	See the Shareholder's Instructions	
A Cash contributions (50%)	See the Shareholder's Instructions	15. Alternative minimum tax (AMT) items	See the Shareholder's Instructions and the Instructions for Form 6251	
B Cash contributions (30%)				
C Noncash contributions (50%)				
D Noncash contributions (30%)				
E Capital gain property to a 50% organization (30%)				
F Capital gain property (20%)	Form 4952, line 1	A Post-1986 depreciation adjustment	Form 1040, line 8b	
G Investment interest expense	Schedule E, line 18	B Adjusted gain or loss		
H Deductions - royalty income	See the Shareholder's Instructions	C Depletion (other than oil & gas)		
I Section 59(e)(2) expenditures	Schedule A, line 22	D Oil, gas, & geothermal - gross income		
J Deductions - portfolio (2% floor)	Schedule A, line 27	E Oil, gas, & geothermal - deductions		
K Deductions - portfolio (other)	See the Shareholder's Instructions	F Other AMT items	See the Shareholder's Instructions	
L Preproductive period expenses		16. Items affecting shareholder basis		
M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions	A Tax-exempt interest income		
N Reforestation expense deduction	See the Shareholder's Instructions	B Other tax-exempt income		
O Domestic production activities information	See Form 8903 instructions	C Nondeductible expenses		
P Qualified production activities income	Form 8903, line 7	D Property distributions	See the Shareholder's Instructions	
Q Employer's W-2 wages	Form 8903, line 13	E Repayment of loans from shareholders		
R Other deductions	See the Shareholder's Instructions	17. Other information		
13. Credits		A Investment income		Form 4952, line 4a
A Low-income housing credit (section 42(j)(5))	See the Shareholder's Instructions	B Investment expenses		Form 4952, line 5
B Low-income housing credit (other)				
C Qualified rehabilitation expenditures (rental real estate)				
D Other rental real estate credits				
E Other rental credits				
F Undistributed capital gains credit	Form 1040, line 70; check box a	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions	
G Credit for alcohol used as fuel	See the Shareholder's Instructions	D Basis of energy property	See the Shareholder's Instructions	
H Work opportunity credit				
I Welfare-to-work credit				
J Disabled access credit				
K Empowerment zone and renewal community employment credit		Form 8844, line 3	E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
		F Recapture of low-income housing credit (other)	Form 8611, line 8	
		G Recapture of investment credit	See Form 4255	
		H Recapture of other credits	See the Shareholder's Instructions	
		I Look-back interest - completed long-term contracts	See Form 8697	
		J Look-back interest - income forecast method	See Form 8666	
		K Dispositions of property with section 179 deductions	See the Shareholder's Instructions	
		L Recapture of section 179 deduction		
		M Section 453(i)(3) information		
		N Section 453A(c) information		
		O Section 1260(b) information		
		P Interest allocable to production expenditures		
		Q CCF nonqualified withdrawals		
		R Information needed to figure depletion - oil and gas		
		S Amortization of reforestation costs		
		T Other information		

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHAREHOLDER FILING INSTRUCTIONS</u>
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES		94. SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHAREHOLDER FILING INSTRUCTIONS</u>
TENTATIVE SECTION 179 EXPENSE DEDUCTION		767. SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

	Code	Report on
1. Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:		
Passive loss		
Passive income		
Nonpassive loss		
Nonpassive income		
2. Net rental real estate income (loss)		
3. Other net rental income (loss)		
Net income		
Net loss		
4. Interest income		
5a. Ordinary dividends		
5b. Qualified dividends		
6. Royalties		
7. Net short-term capital gain (loss)		
8a. Net long-term capital gain (loss)		
8b. Collectibles (28%) gain (loss)		
8c. Unrecaptured section 1250 gain		
9. Net section 1231 gain (loss)		
10. Other income (loss)		
Code		
A Other portfolio income (loss)		
B Involuntary conversions		
C Sec. 1256 contracts & straddles		
D Mining exploration costs recapture		
E Other income (loss)		
11. Section 179 deduction		
12. Other deductions		
A Cash contributions (50%)		
B Cash contributions (30%)		
C Noncash contributions (50%)		
D Noncash contributions (30%)		
E Capital gain property to a 50% organization (30%)		
F Capital gain property (20%)		
G Investment interest expense		
H Deductions - royalty income		
I Section 59(e)(2) expenditures		
J Deductions - portfolio (2% floor)		
K Deductions - portfolio (other)		
L Preproductive period expenses		
M Commercial revitalization deduction from rental real estate activities		
N Reforestation expense deduction		
O Domestic production activities information		
P Qualified production activities income		
Q Employer's W-2 wages		
R Other deductions		
13. Credits		
A Low-income housing credit (section 42(j)(5))		
B Low-income housing credit (other)		
C Qualified rehabilitation expenditures (rental real estate)		
D Other rental real estate credits		
E Other rental credits		
F Undistributed capital gains credit		
G Credit for alcohol used as fuel		
H Work opportunity credit		
I Welfare-to-work credit		
J Disabled access credit		
K Empowerment zone and renewal community employment credit		
L Credit for increasing research activities		
M New markets credit		
N Credit for employer social security and Medicare taxes		
O Backup withholding		
P Other credits		
14. Foreign transactions		
A Name of country or U.S. possession		
B Gross income from all sources		
C Gross income sourced at shareholder level		
Foreign gross income sourced at corporate level		
D Passive		
E Listed categories		
F General limitation		
Deductions allocated and apportioned to shareholder level		
G Interest expense		
H Other		
Deductions allocated and apportioned at corporate level to foreign source income		
I Passive		
J Listed categories		
K General limitation		
Other information		
L Total foreign taxes paid		
M Total foreign taxes accrued		
N Reduction in taxes available for credit		
O Foreign trading gross receipts		
P Extraterritorial income exclusion		
Q Other foreign transactions		
15. Alternative minimum tax (AMT) items		
A Post-1986 depreciation adjustment		
B Adjusted gain or loss		
C Depletion (other than oil & gas)		
D Oil, gas, & geothermal - gross income		
E Oil, gas, & geothermal - deductions		
F Other AMT items		
16. Items affecting shareholder basis		
A Tax-exempt interest income		
B Other tax-exempt income		
C Nondeductible expenses		
D Property distributions		
E Repayment of loans from shareholders		
17. Other information		
A Investment income		
B Investment expenses		
C Qualified rehabilitation expenditures (other than rental real estate)		
D Basis of energy property		
E Recapture of low-income housing credit (section 42(j)(5))		
F Recapture of low-income housing credit (other)		
G Recapture of investment credit		
H Recapture of other credits		
I Look-back interest - completed long-term contracts		
J Look-back interest - income forecast method		
K Dispositions of property with section 179 deductions		
L Recapture of section 179 deduction		
M Section 453(i)(3) information		
N Section 453A(c) information		
O Section 1260(b) information		
P Interest allocable to production expenditures		
Q CCF nonqualified withdrawals		
R Information needed to figure depletion - oil and gas		
S Amortization of reforestation costs		
T Other information		

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHAREHOLDER FILING INSTRUCTIONS</u>
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES		93. SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHAREHOLDER FILING INSTRUCTIONS</u>
TENTATIVE SECTION 179 EXPENSE DEDUCTION		768. SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

	Report on	Code	Report on
1. Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:		L Credit for increasing research activities	} See the Shareholder's Instructions
Passive loss	See the Shareholder's Instructions	M New markets credit	
Passive income	Schedule E, line 28, column (g)	N Credit for employer social security and Medicare taxes	
Nonpassive loss	Schedule E, line 28, column (h)	O Backup withholding	
Nonpassive income	Schedule E, line 28, column (j)	P Other credits	
2. Not rental real estate income (loss)	See the Shareholder's Instructions	14. Foreign transactions	
3. Other net rental income (loss)		A Name of country or U.S. possession	} Form 1116, Part I
Net income	Schedule E, line 28, column (g)	B Gross income from all sources	
Net loss	See the Shareholder's Instructions	C Gross income sourced at shareholder level	
4. Interest income	Form 1040, line 8a	Foreign gross income sourced at corporate level	
5a. Ordinary dividends	Form 1040, line 9a	D Passive	} Form 1116, Part I
5b. Qualified dividends	Form 1040, line 9b	E Listed categories	
6. Royalties	Schedule E, line 4	F General limitation	
7. Net short-term capital gain (loss)	Schedule D, line 5, column (f)	Deductions allocated and apportioned to shareholder level	
8a. Net long-term capital gain (loss)	Schedule D, line 12, column (f)	G Interest expense	Form 1116, Part I
8b. Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)	H Other	Form 1116, Part I
9. Net section 1231 gain (loss)	See the Shareholder's Instructions	Deductions allocated and apportioned at corporate level to foreign source income	
10. Other income (loss)	See the Shareholder's Instructions	I Passive	} Form 1116, Part I
Code		J Listed categories	
A Other portfolio income (loss)	See the Shareholder's Instructions	K General limitation	
B Involuntary conversions	See the Shareholder's Instructions	Other information	
C Sec. 1256 contracts & straddles	Form 8781, line 1	L Total foreign taxes paid	Form 1116, Part II
D Mining exploration costs recapture	See Pub. 535	M Total foreign taxes accrued	Form 1116, Part II
E Other income (loss)	See the Shareholder's Instructions	N Reduction in taxes available for credit	Form 1116, line 12
11. Section 179 deduction	See the Shareholder's Instructions	O Foreign trading gross receipts	Form 8873
12. Other deductions		P Extraterritorial income exclusion	Form 8873
A Cash contributions (50%)	} See the Shareholder's Instructions	Q Other foreign transactions	See the Shareholder's Instructions
B Cash contributions (30%)			
C Noncash contributions (50%)			
D Noncash contributions (30%)			
E Capital gain property to a 50% organization (30%)			
F Capital gain property (20%)	Form 4952, line 1	15. Alternative minimum tax (AMT) items	
G Investment interest expense	Schedule E, line 18	A Post-1986 depreciation adjustment	} See the Shareholder's Instructions and the Instructions for Form 6251
H Deductions - royalty income	See the Shareholder's Instructions	B Adjusted gain or loss	
I Section 59(e)(2) expenditures	Schedule A, line 22	C Depletion (other than oil & gas)	
J Deductions - portfolio (2% floor)	Schedule A, line 27	D Oil, gas, & geothermal - gross income	
K Deductions - portfolio (other)	See the Shareholder's Instructions	E Oil, gas, & geothermal - deductions	
L Preproductive period expenses		F Other AMT items	
M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions	16. Items affecting shareholder basis	
N Reforestation expense deduction	See the Shareholder's Instructions	A Tax-exempt interest income	Form 1040, line 8b
O Domestic production activities information	See Form 8903 instructions	B Other tax-exempt income	} See the Shareholder's Instructions
P Qualified production activities income	Form 8903, line 7	C Nondeductible expenses	
Q Employer's W-2 wages	Form 8903, line 13	D Property distributions	
R Other deductions	See the Shareholder's Instructions	E Repayment of loans from shareholders	
13. Credits		17. Other information	
A Low-income housing credit (section 42(j)(5))	} See the Shareholder's Instructions	A Investment income	Form 4952, line 4a
B Low-income housing credit (other)			
C Qualified rehabilitation expenditures (rental real estate)			
D Other rental real estate credits			
E Other rental credits			
F Undistributed capital gains credit	Form 1040, line 70; check box a	B Investment expenses	Form 4952, line 5
G Credit for alcohol used as fuel	} See the Shareholder's Instructions	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
H Work opportunity credit			
I Welfare-to-work credit			
J Disabled access credit			
K Empowerment zone and renewal community employment credit		Form 8844, line 3	D Basis of energy property
		E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
		F Recapture of low-income housing credit (other)	Form 8611, line 8
		G Recapture of investment credit	See Form 4255
		H Recapture of other credits	See the Shareholder's Instructions
		I Look-back interest - completed long-term contracts	See Form 8697
		J Look-back interest - income forecast method	See Form 8866
		K Dispositions of property with section 179 deductions	} See the Shareholder's Instructions
		L Recapture of section 179 deduction	
		M Section 453(l)(3) information	
		N Section 453(a)(c) information	
		O Section 1260(b) information	
		P Interest allocable to production expenditures	
		Q CCF nonqualified withdrawals	
		R Information needed to figure depletion - oil and gas	
		S Amortization of reforestation costs	
		T Other information	

Schedule K-1
(Form 1120S)

2006

Final K-1

Amended K-1

OMB No. 1545-0130

Department of the Treasury
Internal Revenue Service

For calendar year 2006, or tax
year beginning **SEPTEMBER 1, 2006**
ending **DECEMBER 31, 2006**

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation	
A Corporation's employer identification number 20-5290314	
B Corporation's name, address, city, state, and ZIP code LIC HOLDINGS INC 950 PENINSULA CORP. CIRCLE, SUITE 3010 BOCA RATON, FL 33487	
C IRS Center where corporation filed return OGDEN, UT	
D <input type="checkbox"/> Tax shelter registration number, if any _____ E <input type="checkbox"/> Check if Form 8271 is attached	
Part II Information About the Shareholder	
F Shareholder's identifying number 20-7294216	
G Shareholder's name, address, city, state and ZIP code CARLY FRIEDSTEIN IRREV TRUST C/O GERARD R LEWIN, TRUSTEE 1900 NW CORPORATE BLVD., STE E-300 BOCA RATON, FL 33431	
H Shareholder's percentage of stock ownership for tax year 1.200000%	
For IRS Use Only	

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items	
1 Ordinary business income (loss) 17,757.	13 Credits
2 Net rental real estate income (loss)	
3 Other net rental income (loss)	
4 Interest income 84.	
5a Ordinary dividends	
5b Qualified dividends	14 Foreign transactions
6 Royalties	
7 Net short-term capital gain (loss)	
8a Net long-term capital gain (loss)	
8b Collectibles (28%) gain (loss)	
8c Unrecaptured sec 1250 gain	
9 Net section 1231 gain (loss)	
10 Other income (loss)	15 Alternative min tax (AMT) items A <13.>
11 Section 179 deduction	16 Items affecting shareholder basis C* 94.
12 Other deductions	
	17 Other information A 84.
	T* STMT
*See attached statement for additional information.	

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHAREHOLDER FILING INSTRUCTIONS</u>
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES		94. SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHAREHOLDER FILING INSTRUCTIONS</u>
TENTATIVE SECTION 179 EXPENSE DEDUCTION		767. SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

	Report on	Code	Report on
1. Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:		L Credit for increasing research activities	} See the Shareholder's Instructions
Passive loss	See the Shareholder's Instructions	M New markets credit	
Passive income	Schedule E, line 28, column (g)	N Credit for employer social security and Medicare taxes	
Nonpassive loss	Schedule E, line 28, column (h)	O Backup withholding	
Nonpassive income	Schedule E, line 28, column (j)	P Other credits	Form 1040, line 64 See the Shareholder's Instructions
2. Net rental real estate income (loss)	See the Shareholder's Instructions	14. Foreign transactions	
3. Other net rental income (loss)		A Name of country or U.S. possession	} Form 1116, Part I
Net income	Schedule E, line 28, column (g)	B Gross income from all sources	
Net loss	See the Shareholder's Instructions	C Gross income sourced at shareholder level	
4. Interest income	Form 1040, line 8a	Foreign gross income sourced at corporate level	
5a. Ordinary dividends	Form 1040, line 9a	D Passive	} Form 1116, Part I
5b. Qualified dividends	Form 1040, line 9b	E Listed categories	
6. Royalties	Schedule E, line 4	F General limitation	
7. Net short-term capital gain (loss)	Schedule D, line 5, column (f)	Deductions allocated and apportioned to shareholder level	
8a. Net long-term capital gain (loss)	Schedule D, line 12, column (f)	G Interest expense	Form 1116, Part I
8b. Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)	H Other	Form 1116, Part I
8c. Unrecaptured section 1250 gain	See the Shareholder's Instructions	Deductions allocated and apportioned at corporate level to foreign source income	
9. Net section 1231 gain (loss)	See the Shareholder's Instructions	I Passive	} Form 1116, Part I
10. Other income (loss)		J Listed categories	
Code		K General limitation	
A Other portfolio income (loss)	See the Shareholder's Instructions	Other information	
B Involuntary conversions	See the Shareholder's Instructions	L Total foreign taxes paid	Form 1116, Part II
C Sec. 1256 contracts & straddles	Form 6781, line 1	M Total foreign taxes accrued	Form 1116, Part II
D Mining exploration costs recapture	See Pub. 535	N Reduction in taxes available for credit	Form 1116, line 12
E Other income (loss)	See the Shareholder's Instructions	O Foreign trading gross receipts	Form 8873
11. Section 179 deduction	See the Shareholder's Instructions	P Extraterritorial income exclusion	Form 8873
12. Other deductions		Q Other foreign transactions	See the Shareholder's Instructions
A Cash contributions (50%)	} See the Shareholder's Instructions	15. Alternative minimum tax (AMT) items	
B Cash contributions (30%)			
C Noncash contributions (50%)			
D Noncash contributions (30%)			
E Capital gain property to a 50% organization (30%)			
F Capital gain property (20%)		A Post-1986 depreciation adjustment	} See the Shareholder's Instructions and the Instructions for Form 6251
G investment interest expense	Form 4952, line 1	B Adjusted gain or loss	
H Deductions - royalty income	Schedule E, line 18	C Depletion (other than oil & gas)	
I Section 59(e)(2) expenditures	See the Shareholder's Instructions	D Oil, gas, & geothermal - gross income	
J Deductions - portfolio (2% floor)	Schedule A, line 22	E Oil, gas, & geothermal - deductions	
K Deductions - portfolio (other)	Schedule A, line 27	F Other AMT items	
L Preproductive period expenses	See the Shareholder's Instructions	16. Items affecting shareholder basis	
M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions	A Tax-exempt interest income	Form 1040, line 8b
N Reforestation expense deduction	See the Shareholder's Instructions	B Other tax-exempt income	} See the Shareholder's Instructions
O Domestic production activities information	See Form 8903 instructions	C Nondeductible expenses	
P Qualified production activities income	Form 8903, line 7	D Property distributions	
Q Employer's W-2 wages	Form 8903, line 13	E Repayment of loans from shareholders	
R Other deductions	See the Shareholder's Instructions	17. Other information	
13. Credits		A Investment income	Form 4952, line 4a
A Low-income housing credit (section 42(j)(5))	} See the Shareholder's Instructions	B Investment expenses	Form 4952, line 5
B Low-income housing credit (other)			
C Qualified rehabilitation expenditures (rental real estate)			
D Other rental real estate credits			
E Other rental credits			
F Undistributed capital gains credit	Form 1040, line 70; check box a	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
G Credit for alcohol used as fuel	} See the Shareholder's Instructions	D Basis of energy property	See the Shareholder's Instructions
H Work opportunity credit			
I Welfare-to-work credit			
J Disabled access credit			
K Empowerment zone and renewal community employment credit		Form 8844, line 3	E Recapture of low-income housing credit (section 42(j)(5))
		F Recapture of low-income housing credit (other)	Form 8611, line 8
		G Recapture of investment credit	See Form 4255
		H Recapture of other credits	See the Shareholder's Instructions
		I Look-back interest - completed long-term contracts	See Form 8697
		J Look-back interest - income forecast method	See Form 8866
		K Dispositions of property with section 179 deductions	} See the Shareholder's Instructions
		L Recapture of section 179 deduction	
		M Section 453(i)(3) information	
		N Section 453A(c) information	
		O Section 1260(b) information	
		P Interest allocable to production expenditures	
		Q CCF nonqualified withdrawals	
		R Information needed to figure depletion - oil and gas	
		S Amortization of reforestation costs	
		T Other information	

SCHEDULE K-1

NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES		93. SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1

OTHER INFORMATION, BOX 17, CODE T

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
TENTATIVE SECTION 179 EXPENSE DEDUCTION		767. SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

	Report on	Code	Report on	
1. Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:		L Credit for increasing research activities	} See the Shareholder's Instructions	
Passive loss	See the Shareholder's Instructions	M New markets credit		
Passive income	Schedule E, line 28, column (g)	N Credit for employer social security and Medicare taxes		
Nonpassive loss	Schedule E, line 28, column (h)	O Backup withholding		Form 1040, line 64
Nonpassive income	Schedule E, line 28, column (j)	P Other credits	See the Shareholder's Instructions	
2. Net rental real estate income (loss)	See the Shareholder's Instructions	14. Foreign transactions		
3. Other net rental income (loss)		A Name of country or U.S. possession	} Form 1116, Part I	
Net income	Schedule E, line 28, column (g)	B Gross income from all sources		
Net loss	See the Shareholder's Instructions	C Gross income sourced at shareholder level		
4. Interest income	Form 1040, line 8a	Foreign gross income sourced at corporate level		
5a. Ordinary dividends	Form 1040, line 9a	D Passive	} Form 1116, Part I	
5b. Qualified dividends	Form 1040, line 9b	E Listed categories		
6. Royalties	Schedule E, line 4	F General limitation		
7. Net short-term capital gain (loss)	Schedule D, line 5, column (f)	Deductions allocated and apportioned to shareholder level		
8a. Net long-term capital gain (loss)	Schedule D, line 12, column (f)	G Interest expense	Form 1116, Part I	
8b. Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)	H Other	Form 1116, Part I	
8c. Unrecaptured section 1250 gain	See the Shareholder's Instructions	Deductions allocated and apportioned at corporate level to foreign source income		
9. Net section 1231 gain (loss)	See the Shareholder's Instructions	I Passive	} Form 1116, Part I	
10. Other income (loss)		J Listed categories		
Code		K General limitation		
A Other portfolio income (loss)	See the Shareholder's Instructions	Other information		
B Involuntary conversions	See the Shareholder's Instructions	L Total foreign taxes paid	Form 1116, Part II	
C Sec. 1256 contracts & straddles	Form 6781, line 1	M Total foreign taxes accrued	Form 1116, Part II	
D Mining exploration costs recapture	See Pub. 535	N Reduction in taxes available for credit	Form 1116, line 12	
E Other income (loss)	See the Shareholder's Instructions	O Foreign trading gross receipts	Form 8873	
11. Section 179 deduction	See the Shareholder's Instructions	P Extraterritorial income exclusion	Form 8873	
12. Other deductions		Q Other foreign transactions	See the Shareholder's Instructions	
A Cash contributions (50%)	} See the Shareholder's Instructions	15. Alternative minimum tax (AMT) items		
B Cash contributions (30%)			A Post-1985 depreciation adjustment	} See the Shareholder's Instructions and the Instructions for Form 6251
C Noncash contributions (50%)			B Adjusted gain or loss	
D Noncash contributions (30%)			C Depletion (other than oil & gas)	
E Capital gain property to a 50% organization (30%)			D Oil, gas, & geothermal - gross income	
F Capital gain property (20%)			E Oil, gas, & geothermal - deductions	
G Investment interest expense	Form 4952, line 1	F Other AMT items		
H Deductions - royalty income	Schedule E, line 18	16. Items affecting shareholder basis		
I Section 59(e)(2) expenditures	See the Shareholder's Instructions	A Tax-exempt interest income	Form 1040, line 8b	
J Deductions - portfolio (2% floor)	Schedule A, line 22	B Other tax-exempt income	} See the Shareholder's Instructions	
K Deductions - portfolio (other)	Schedule A, line 27	C Nondeductible expenses		
L Preproductive period expenses	See the Shareholder's Instructions	D Property distributions		
M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions	E Repayment of loans from shareholders		
N Reforestation expense deduction	See the Shareholder's Instructions	17. Other information		
O Domestic production activities information	See Form 8903 instructions	A Investment income	Form 4952, line 4a	
P Qualified production activities income	Form 8903, line 7	B Investment expenses	Form 4952, line 5	
Q Employer's W-2 wages	Form 8903, line 13	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions	
R Other deductions	See the Shareholder's Instructions	D Basis of energy property	See the Shareholder's Instructions	
13. Credits		E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8	
A Low-income housing credit (section 42(j)(5))	} See the Shareholder's Instructions	F Recapture of low-income housing credit (other)	Form 8611, line 8	
B Low-income housing credit (other)			G Recapture of investment credit	See Form 4255
C Qualified rehabilitation expenditures (rental real estate)			H Recapture of other credits	See the Shareholder's Instructions
D Other rental real estate credits			I Look-back interest - completed long-term contracts	See Form 8697
E Other rental credits			J Look-back interest - income forecast method	See Form 8866
F Undistributed capital gains credit		Form 1040, line 70; check box a	K Dispositions of property with section 179 deductions	} See the Shareholder's Instructions
G Credit for alcohol used as fuel	} See the Shareholder's Instructions	L Recapture of section 179 deduction		
H Work opportunity credit			M Section 453(i)(3) information	
I Welfare-to-work credit			N Section 453A(c) information	
J Disabled access credit			O Section 1260(b) information	
K Empowerment zone and renewal community employment credit		Form 8844, line 3	P Interest allocable to production expenditures	
		Q CCF nonqualified withdrawals		
		R Information needed to figure depletion - oil and gas		
		S Amortization of reforestation costs		
		T Other information		

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHAREHOLDER FILING INSTRUCTIONS</u>
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES		94. SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHAREHOLDER FILING INSTRUCTIONS</u>
TENTATIVE SECTION 179 EXPENSE DEDUCTION		767. SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

	Report on	Code	Report on
1. Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:		L Credit for increasing research activities	} See the Shareholder's Instructions
Passive loss	See the Shareholder's Instructions	M New markets credit	
Passive income	Schedule E, line 28, column (g)	N Credit for employer social security and Medicare taxes	
Nonpassive loss	Schedule E, line 28, column (h)	O Backup withholding	
Nonpassive income	Schedule E, line 28, column (j)	P Other credits	See the Shareholder's Instructions
2. Net rental real estate income (loss)	See the Shareholder's Instructions	14. Foreign transactions	
3. Other net rental income (loss)		A Name of country or U.S. possession	} Form 1116, Part I
Net income	Schedule E, line 28, column (g)	B Gross income from all sources	
Net loss	See the Shareholder's Instructions	C Gross income sourced at shareholder level	
4. Interest income	Form 1040, line 8a	Foreign gross income sourced at corporate level	
5a. Ordinary dividends	Form 1040, line 9a	D Passive	} Form 1116, Part I
5b. Qualified dividends	Form 1040, line 9b	E Listed categories	
6. Royalties	Schedule E, line 4	F General limitation	
7. Net short-term capital gain (loss)	Schedule D, line 5, column (f)	Deductions allocated and apportioned to shareholder level	
8a. Net long-term capital gain (loss)	Schedule D, line 12, column (f)	G Interest expense	Form 1116, Part I
8b. Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)	H Other	Form 1116, Part I
8c. Unrecaptured section 1250 gain	See the Shareholder's Instructions	Deductions allocated and apportioned at corporate level to foreign source income	
9. Net section 1231 gain (loss)	See the Shareholder's Instructions	I Passive	} Form 1116, Part I
10. Other income (loss)		J Listed categories	
Code		K General limitation	
A Other portfolio income (loss)	See the Shareholder's Instructions	Other information	
B Involuntary conversions	See the Shareholder's Instructions	L Total foreign taxes paid	Form 1116, Part II
C Sec. 1256 contracts & straddles	Form 6781, line 1	M Total foreign taxes accrued	Form 1116, Part II
D Mining exploration costs recapture	See Pub. 535	N Reduction in taxes available for credit	Form 1116, line 12
E Other income (loss)	See the Shareholder's Instructions	O Foreign trading gross receipts	Form 8873
11. Section 179 deduction	See the Shareholder's Instructions	P Extraterritorial income exclusion	Form 8873
12. Other deductions		Q Other foreign transactions	See the Shareholder's Instructions
A Cash contributions (50%)	} See the Shareholder's Instructions	15. Alternative minimum tax (AMT) items	
B Cash contributions (30%)			
C Noncash contributions (50%)			
D Noncash contributions (30%)			
E Capital gain property to a 50% organization (30%)			
F Capital gain property (20%)	Form 4952, line 1	A Post-1986 depreciation adjustment	} See the Shareholder's Instructions and the Instructions for Form 6251
G Investment interest expense	Schedule E, line 18	B Adjusted gain or loss	
H Deductions - royalty income	See the Shareholder's Instructions	C Depletion (other than oil & gas)	
I Section 59(e)(2) expenditures	Schedule A, line 22	D Oil, gas, & geothermal - gross income	
J Deductions - portfolio (2% floor)	Schedule A, line 27	E Oil, gas, & geothermal - deductions	
K Deductions - portfolio (other)	See the Shareholder's Instructions	F Other AMT items	
L Preproductive period expenses		16. Items affecting shareholder basis	
M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions	A Tax-exempt interest income	Form 1040, line 8b
N Reforestation expense deduction	See the Shareholder's Instructions	B Other tax-exempt income	} See the Shareholder's Instructions
O Domestic production activities information	See Form 8903 instructions	C Nondeductible expenses	
P Qualified production activities income	Form 8903, line 7	D Property distributions	
Q Employer's W-2 wages	Form 8903, line 13	E Repayment of loans from shareholders	
R Other deductions	See the Shareholder's Instructions	17. Other information	
13. Credits		A Investment income	Form 4952, line 4a
A Low-income housing credit (section 42(j)(5))	} See the Shareholder's Instructions	B Investment expenses	Form 4952, line 5
B Low-income housing credit (other)			
C Qualified rehabilitation expenditures (rental real estate)			
D Other rental real estate credits			
E Other rental credits			
F Undistributed capital gains credit	Form 1040, line 70; check box a	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
G Credit for alcohol used as fuel	} See the Shareholder's Instructions	D Basis of energy property	See the Shareholder's Instructions
H Work opportunity credit			
I Welfare-to-work credit			
J Disabled access credit			
K Empowerment zone and renewal community employment credit		Form 8844, line 3	E Recapture of low-income housing credit (section 42(j)(5))
		F Recapture of low-income housing credit (other)	Form 8611, line 8
		G Recapture of investment credit	See Form 4255
		H Recapture of other credits	See the Shareholder's Instructions
		I Look-back interest - completed long-term contracts	See Form 8697
		J Look-back interest - income forecast method	See Form 8866
		K Dispositions of property with section 179 deductions	} See the Shareholder's Instructions
		L Recapture of section 179 deduction	
		M Section 453(i)(3) information	
		N Section 453A(c) information	
		O Section 1260(b) information	
		P Interest allocable to production expenditures	
		Q CCF nonqualified withdrawals	
		R Information needed to figure depletion - oil and gas	
		S Amortization of reforestation costs	
		T Other information	

Schedule K-1
(Form 1120S)

2006

Final K-1 Amended K-1 OMB No. 1545-0130

Department of the Treasury
Internal Revenue Service

For calendar year 2006, or tax
year beginning **SEPTEMBER 1, 2006**
ending **DECEMBER 31, 2006**

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation		Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items	
A Corporation's employer identification number 20-5290314		1 Ordinary business income (loss) 17,757.	13 Credits
B Corporation's name, address, city, state, and ZIP code LIC HOLDINGS INC 950 PENINSULA CORP. CIRCLE, SUITE 3010 BOCA RATON, FL 33487		2 Net rental real estate income (loss)	
C IRS Center where corporation filed return OGDEN, UT		3 Other net rental income (loss)	
D <input type="checkbox"/> Tax shelter registration number, if any _____ E <input type="checkbox"/> Check if Form 8271 is attached		4 Interest income 83.	
Part II Information About the Shareholder		5a Ordinary dividends	
F Shareholder's identifying number 20-7294203		5b Qualified dividends	14 Foreign transactions
G Shareholder's name, address, city, state and ZIP code MOLLY SIMON IRREV TRUST C/O GERARD R LEWIN, TRUSTEE 1900 NW CORPORATE BLVD., STE E-300 BOCA RATON, FL 33431		6 Royalties	
H Shareholder's percentage of stock ownership for tax year 1.200000%		7 Net short-term capital gain (loss)	
For IRS Use Only		8a Net long-term capital gain (loss)	
		8b Collectibles (28%) gain (loss)	
		8c Unrecaptured sec 1250 gain	
		9 Net section 1231 gain (loss)	
		10 Other income (loss)	15 Alternative min tax (AMT) items A <13.>
		11 Section 179 deduction	16 Items affecting shareholder basis C* 94.
		12 Other deductions	
			17 Other information A 83.
			T* STMT

* See attached statement for additional information.

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHAREHOLDER FILING INSTRUCTIONS</u>
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES		94. SEE FORM 1040 INSTRUCTIONS

SCHEDULE K-1 OTHER INFORMATION, BOX 17, CODE T

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHAREHOLDER FILING INSTRUCTIONS</u>
TENTATIVE SECTION 179 EXPENSE DEDUCTION		768. SEE THE IRS INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

	Report on	Code	Report on	
1. Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:		L Credit for increasing research activities	} See the Shareholder's Instructions	
Passive loss	See the Shareholder's Instructions	M New markets credit		
Passive income	Schedule E, line 28, column (g)	N Credit for employer social security and Medicare taxes		
Nonpassive loss	Schedule E, line 28, column (h)	O Backup withholding		
Nonpassive income	Schedule E, line 28, column (j)	P Other credits	Form 1040, line 64 See the Shareholder's Instructions	
2. Net rental real estate income (loss)	See the Shareholder's Instructions	14. Foreign transactions		
3. Other net rental income (loss)		A Name of country or U.S. possession	} Form 1116, Part I	
Net income	Schedule E, line 28, column (g)	B Gross income from all sources		
Net loss	See the Shareholder's Instructions	C Gross income sourced at shareholder level		
4. Interest income	Form 1040, line 8a	Foreign gross income sourced at corporate level		
5a. Ordinary dividends	Form 1040, line 9a	D Passive	} Form 1116, Part I	
5b. Qualified dividends	Form 1040, line 9b	E Listed categories		
6. Royalties	Schedule E, line 4	F General limitation		
7. Net short-term capital gain (loss)	Schedule D, line 5, column (f)	Deductions allocated and apportioned to shareholder level		
8a. Net long-term capital gain (loss)	Schedule D, line 12, column (f)	G Interest expense	Form 1116, Part I	
8b. Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)	H Other	Form 1116, Part I	
8c. Unrecaptured section 1250 gain	See the Shareholder's Instructions	Deductions allocated and apportioned at corporate level to foreign source income		
9. Net section 1231 gain (loss)	See the Shareholder's Instructions	I Passive	} Form 1116, Part I	
10. Other income (loss)		J Listed categories		
Code		K General limitation		
A Other portfolio income (loss)	See the Shareholder's Instructions	Other information		
B Involuntary conversions	See the Shareholder's Instructions	L Total foreign taxes paid	Form 1116, Part II	
C Sec. 1256 contracts & straddles	Form 6781, line 1	M Total foreign taxes accrued	Form 1116, Part II	
D Mining exploration costs recapture	See Pub. 535	N Reduction in taxes available for credit	Form 1116, line 12	
E Other income (loss)	See the Shareholder's Instructions	O Foreign trading gross receipts	Form 8873	
11. Section 179 deduction	See the Shareholder's Instructions	P Extraterritorial income exclusion	Form 8873	
12. Other deductions		Q Other foreign transactions	See the Shareholder's Instructions	
A Cash contributions (50%)	} See the Shareholder's Instructions	15. Alternative minimum tax (AMT) items		
B Cash contributions (30%)			A Post-1986 depreciation adjustment	} See the Shareholder's Instructions and the Instructions for Form 6251
C Noncash contributions (50%)			B Adjusted gain or loss	
D Noncash contributions (30%)			C Depletion (other than oil & gas)	
E Capital gain property to a 50% organization (30%)			D Oil, gas, & geothermal - gross income	
F Capital gain property (20%)			E Oil, gas, & geothermal - deductions	
G Investment interest expense	Form 4952, line 1	F Other AMT items		
H Deductions - royalty income	Schedule E, line 18	16. Items affecting shareholder basis		
I Section 59(e)(2) expenditures	See the Shareholder's Instructions	A Tax-exempt interest income	Form 1040, line 8b	
J Deductions - portfolio (2% floor)	Schedule A, line 22	B Other tax-exempt income	} See the Shareholder's Instructions	
K Deductions - portfolio (other)	Schedule A, line 27	C Nondeductible expenses		
L Preproductive period expenses	See the Shareholder's Instructions	D Property distributions		
M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions	E Repayment of loans from shareholders		
N Reforestation expense deduction	See the Shareholder's Instructions	17. Other information		
O Domestic production activities information	See Form 8903 Instructions	A Investment income	Form 4952, line 4a	
P Qualified production activities income	Form 8903, line 7	B Investment expenses	Form 4952, line 5	
Q Employer's W-2 wages	Form 8903, line 13	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions	
R Other deductions	See the Shareholder's Instructions	D Basis of energy property	See the Shareholder's Instructions	
13. Credits		E Recapture of low-income housing credit (section 42(i)(5))	Form 8611, line 8	
A Low-income housing credit (section 42(i)(5))	} See the Shareholder's Instructions	F Recapture of low-income housing credit (other)	Form 8611, line 8	
B Low-income housing credit (other)			G Recapture of investment credit	See Form 4255
C Qualified rehabilitation expenditures (rental real estate)			H Recapture of other credits	See the Shareholder's Instructions
D Other rental real estate credits			I Look-back interest - completed long-term contracts	See Form 8697
E Other rental credits			J Look-back interest - income forecast method	See Form 8866
F Undistributed capital gains credit		Form 1040, line 70; check box a	K Dispositions of property with section 179 deductions	} See the Shareholder's Instructions
G Credit for alcohol used as fuel	} See the Shareholder's Instructions	L Recapture of section 179 deduction		
H Work opportunity credit			M Section 453(i)(3) information	
I Welfare-to-work credit			N Section 453A(c) information	
J Disabled access credit			O Section 1260(b) information	
K Empowerment zone and renewal community employment credit		Form 8844, line 3	P Interest allocable to production expenditures	
		Q CCF nonqualified withdrawals		
		R Information needed to figure depletion - oil and gas		
		S Amortization of reforestation costs		
		T Other information		

SCHEDULE K-1

NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES		780. SEE FORM 1040 INSTRUCTIONS

This list identifies the codes used on Schedule K-1 for all shareholders and provides summarized reporting information for shareholders who file Form 1040. For detailed reporting and filing information, see the separate Shareholder's Instructions for Schedule K-1 and the instructions for your income tax return.

	Report on	Code	Report on	
1. Ordinary business income (loss). You must first determine whether the income (loss) is passive or nonpassive. Then enter on your return as follows:		L Credit for increasing research activities	See the Shareholder's Instructions	
Passive loss	See the Shareholder's Instructions	M New markets credit		
Passive income	Schedule E, line 28, column (g)	N Credit for employer social security and Medicare taxes		
Nonpassive loss	Schedule E, line 28, column (h)	O Backup withholding		
Nonpassive income	Schedule E, line 28, column (j)	P Other credits	Form 1040, line 64 See the Shareholder's Instructions	
2. Net rental real estate income (loss)	See the Shareholder's Instructions	14. Foreign transactions		
3. Other net rental income (loss)		A Name of country or U.S. possession	Form 1116, Part I	
Net income	Schedule E, line 28, column (g)	B Gross income from all sources		
Net loss	See the Shareholder's Instructions	C Gross income sourced at shareholder level		
4. Interest income	Form 1040, line 8a	Foreign gross income sourced at corporate level		
5a. Ordinary dividends	Form 1040, line 9a	D Passive	Form 1116, Part I	
5b. Qualified dividends	Form 1040, line 9b	E Listed categories		
6. Royalties	Schedule E, line 4	F General limitation		
7. Net short-term capital gain (loss)	Schedule D, line 5, column (f)	Deductions allocated and apportioned to shareholder level		
8a. Net long-term capital gain (loss)	Schedule D, line 12, column (f)	G Interest expense	Form 1116, Part I	
8b. Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D instructions)	H Other	Form 1116, Part I	
8c. Unrecaptured section 1250 gain	See the Shareholder's Instructions	Deductions allocated and apportioned at corporate level to foreign source income		
9. Net section 1231 gain (loss)	See the Shareholder's Instructions	I Passive	Form 1116, Part I	
10. Other income (loss)		J Listed categories		
Code		K General limitation		
A Other portfolio income (loss)	See the Shareholder's Instructions	Other information		
B Involuntary conversions	See the Shareholder's Instructions	L Total foreign taxes paid	Form 1116, Part II	
C Sec. 1256 contracts & straddles	Form 6781, line 1	M Total foreign taxes accrued	Form 1116, Part II	
D Mining exploration costs recapture	See Pub. 535	N Reduction in taxes available for credit	Form 1116, line 12	
E Other income (loss)	See the Shareholder's Instructions	O Foreign trading gross receipts	Form 8873	
11. Section 179 deduction	See the Shareholder's Instructions	P Extraterritorial income exclusion	Form 8873	
12. Other deductions		Q Other foreign transactions	See the Shareholder's Instructions	
A Cash contributions (50%)	See the Shareholder's Instructions	15. Alternative minimum tax (AMT) items		
B Cash contributions (30%)				
C Noncash contributions (50%)				
D Noncash contributions (30%)				
E Capital gain property to a 50% organization (30%)				
F Capital gain property (20%)				
G Investment interest expense		Form 4952, line 1		
H Deductions - royalty income	Schedule E, line 18	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251	
I Section 59(e)(2) expenditures	See the Shareholder's Instructions	B Adjusted gain or loss		
J Deductions - portfolio (2% floor)	Schedule A, line 22	C Depletion (other than oil & gas)		
K Deductions - portfolio (other)	Schedule A, line 27	D Oil gas, & geothermal - gross income		
L Preproductive period expenses	See the Shareholder's Instructions	E Oil gas, & geothermal - deductions		
M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions	F Other AMT items		
N Reforestation expense deduction	See the Shareholder's Instructions	16. Items affecting shareholder basis		
O Domestic production activities information	See Form 8903 instructions	A Tax-exempt interest income	Form 1040, line 8b	
P Qualified production activities income	Form 8903, line 7	B Other tax-exempt income	See the Shareholder's Instructions	
Q Employer's W-2 wages	Form 8903, line 13	C Nondeductible expenses		
R Other deductions	See the Shareholder's Instructions	D Property distributions		
		E Repayment of loans from shareholders		
		17. Other information		
13. Credits		A Investment income	Form 4952, line 4a	
A Low-income housing credit (section 42(j)(5))	See the Shareholder's Instructions	B Investment expenses	Form 4952, line 5	
B Low-income housing credit (other)				
C Qualified rehabilitation expenditures (rental real estate)				
D Other rental real estate credits				
E Other rental credits				
F Undistributed capital gains credit		Form 1040, line 70; check box a		
G Credit for alcohol used as fuel		See the Shareholder's Instructions	K Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
H Work opportunity credit				
I Welfare-to-work credit				
J Disabled access credit				
K Empowerment zone and renewal community employment credit	Form 8844, line 3			
			D Basis of energy property	See the Shareholder's Instructions
			E Recapture of low-income housing credit (section 42(j)(5))	Form 8611, line 8
		F Recapture of low-income housing credit (other)	Form 8611, line 8	
		G Recapture of investment credit	Form 4255	
		H Recapture of other credits	See the Shareholder's Instructions	
		I Look-back interest - completed long-term contracts	See Form 8697	
		J Look-back interest - income forecast method	See Form 8866	
		K Dispositions of property with section 179 deductions	See the Shareholder's Instructions	
		L Recapture of section 179 deduction		
		M Section 453(l)(3) information		
		N Section 453A(c) information		
		O Section 1260(b) information		
		P Interest allocable to production expenditures		
		Q CCF nonqualified withdrawals		
		R Information needed to figure depletion - oil and gas		
		S Amortization of reforestation costs		
		T Other information		

GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

SIMON & SHIRLEY BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

|||||

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Federal Tax Comparison for Married Filing Joint and Separate

	<u>Taxpayer</u>	<u>Spouse</u>	<u>Married Filing Separate</u>	<u>Married Filing Joint</u>
Total Income	<u>1,309,618.</u>	<u>89,310.</u>	<u>1,398,928.</u>	<u>1,394,357.</u>
Less: Adjustments				
Adjusted Gross Income	<u>1,309,618.</u>	<u>89,310.</u>	<u>1,398,928.</u>	<u>1,394,357.</u>
Standard/Itemized Deductions ...	<u>116,311.</u>	<u>104,784.</u>	<u>221,095.</u>	<u>220,250.</u>
Exemptions	<u>1,100.</u>	<u>3,300.</u>	<u>4,400.</u>	<u>2,200.</u>
Taxable Income	<u>1,192,207.</u>		<u>1,192,207.</u>	<u>1,171,907.</u>
Total Tax (regular & AMT)	<u>386,511.</u>	<u>0.</u>	<u>386,511.</u>	<u>353,833.</u>
Less: Credits				<u>1,006.</u>
Add: Other Taxes				
Less: Earned Income Credit				
Less: Additional child tax credit				
Less: Payments	<u>52,021.</u>	<u>30.</u>	<u>52,051.</u>	<u>52,031.</u>
Tax Underpayment/(Overpayment)	<u>334,490.</u>	<u><30.></u>	<u>334,460.</u>	<u>300,796.</u>
MARRIED FILING JOINT PRODUCED AN ESTIMATED SAVINGS OF				33,664.



Goldstein
Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

CLIENT: 4001350.0
OCTOBER 12, 2007

SIMON & SHIRLEY BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

PROFESSIONAL SERVICES RENDERED IN THE PREPARATION OF YOUR 2006
INDIVIDUAL INCOME TAX RETURNS, INCLUDING:

FORM 1040, U.S. INDIVIDUAL INCOME TAX RETURN	\$	26.50
SCHEDULE A, ITEMIZED DEDUCTIONS		1.60
SCHEDULE B, INTEREST AND ORDINARY DIVIDENDS		1.60
SCHEDULE D, CAPITAL GAINS AND LOSSES		2.10
SCHEDULE E, SUPPLEMENTAL INCOME AND LOSS PAGE 1		4.15
SCHEDULE E, SUPPLEMENTAL INCOME AND LOSS PAGE 2		4.15
FORM 1040-ES, ESTIMATED TAX FOR INDIVIDUALS		1.60
FORM 1040-V, PAYMENT VOUCHER		1.60
FORM 1116, FOREIGN TAX CREDIT		4.15
FORM 1116, FOREIGN TAX CREDIT (AMT)		4.15
FORM 2210, UNDERPAYMENT OF ESTIMATED TAX BY INDIVIDUALS		4.15
FORM 4797, SALES OF BUSINESS PROPERTY		2.10
FORM 4868, APPLICATION FOR AUTOMATIC EXTENSION OF TIME		1.60
FORM 4952, INVESTMENT INTEREST EXPENSE DEDUCTION		4.15
FORM 4952, INVESTMENT INTEREST EXPENSE DEDUCTION (AMT)		4.15
FORM 6251, ALTERNATIVE MINIMUM TAX		4.15
FORM 6781, GAINS/LOSSES SEC 1256 CONTRACTS & STRADDLES		4.15
FORM 8283, NONCASH CHARITABLE CONTRIBUTIONS PAGE 1		1.60
FORM 8582, PASSIVE ACTIVITY LOSS LIMITATIONS		4.15
FORM 8582, PASSIVE ACTIVITY LOSS LIMITATIONS (AMT)		4.15
FORM 8621, RETURN BY A SHAREHOLDER OF A PFIC OR QEF		1.60
MORTGAGE INTEREST WORKSHEET		1.30
TAX COMPARISON - MARRIED FILING JOINT AND SEPARATE		29.25
TWO-YEAR COMPARISON WORKSHEET		2.10
TOTAL FEE	\$	120.20

1900 NW Corporate Blvd. E-300
Boca Raton, Florida 33431
Tel. (561) 994-5050
Fax (561) 241-0071

Broward (954) 429-8555
Dade (305) 944-3582
Palm Beach (561) 737-0309
www.glcpa.com

Ft. Lauderdale Office
1 East Broward Blvd., Suite 700
Ft. Lauderdale, Florida 33301
(reply to Boca address)

TS000986

Two-Year Comparison Worksheet

2006

Name(s) as shown on return: **SIMON & SHIRLEY BERNSTEIN** Social security number: **371-32-5211**
 2005 Filing Status: **MARRIED FILING JOINT** 2006 Filing Status: **MARRIED FILING JOINT**
 2005 Tax Bracket: **35.0%** 2006 Tax Bracket: **35.0%**

Description	Tax Year 2005	Tax Year 2006	Increase (Decrease)
WAGES, SALARIES, AND TIPS	420,000.	200,000.	<220,000.>
SCHEDULE B - TAXABLE INTEREST	17,062.	19,508.	2,446.
SCHEDULE B - ORDINARY DIVIDENDS	28,684.	24,721.	<3,963.>
SCHEDULE B - QUALIFIED DIVIDENDS	14,558.	14,628.	70.
SCHEDULE D (CAPITAL GAIN/LOSS)	190,189.	164,729.	<25,460.>
FORM 4797 (OTHER GAINS OR LOSSES)	7.	0.	<7.>
SCHEDULE E (RENTAL AND PASSTHROUGH)	192,040.	954,642.	762,602.
TAXABLE SOCIAL SECURITY BENEFITS	28,625.	30,757.	2,132.
TOTAL INCOME	876,607.	1,394,357.	517,750.
ADJUSTED GROSS INCOME	876,607.	1,394,357.	517,750.
TAXES	51,507.	32,646.	<18,861.>
INTEREST (DEDUCTIBLE)	133,714.	146,268.	12,554.
CONTRIBUTIONS	48,588.	66,165.	17,577.
CASUALTY AND THEFT LOSSES	270,000.	0.	<270,000.>
OTHER MISCELLANEOUS DEDUCTIONS	0.	48.	48.
TOTAL ITEMIZED DEDUCTIONS	481,889.	220,250.	<261,639.>
INCOME BEFORE EXEMPTIONS	394,718.	1,174,107.	779,389.
PERSONAL EXEMPTIONS	0.	2,200.	2,200.
TAXABLE INCOME	394,718.	1,171,907.	777,189.
TAX	77,414.	353,833.	276,419.
TAX BEFORE CREDITS	77,414.	353,833.	276,419.
FORM 1116 (FOREIGN TAX CREDIT)	105.	1,006.	901.
FORM 8907 (NSF CREDIT)	66.	0.	<66.>
TAX AFTER NON-REFUNDABLE CREDITS	77,243.	352,827.	275,584.
TOTAL TAX	77,243.	352,827.	275,584.
FEDERAL INCOME TAX WITHHELD	0.	51,991.	51,991.
FORM 4868 (EXTENSION REQUEST)	30,000.	0.	<30,000.>
FEDERAL TELEPHONE EXCISE TAX PAID	0.	40.	40.
TOTAL PAYMENTS	30,000.	52,031.	22,031.
FORM 2210/2210F (EST. TAX PENALTY)	0.	1,734.	1,734.
BALANCE DUE (INCLUDING 2210/2210F)	47,243.	302,530.	255,287.
LATE PAYMENT/LATE FILING PEN. & INT.	3,496.	21,333.	17,837.
TOTAL DUE AFTER PENALTY & INTEREST	50,739.	323,863.	273,124.



Goldstein
Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

OCTOBER 15, 2007

SIMON & SHIRLEY BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

DEAR MR. AND MRS. BERNSTEIN:

ENCLOSED ARE THE ORIGINAL AND ONE COPY OF YOUR 2006 INCOME TAX RETURN AND 2007 ESTIMATED TAX VOUCHERS, AS FOLLOWS...

2006 U.S. INDIVIDUAL INCOME TAX RETURN

2007 FEDERAL ESTIMATED TAX VOUCHERS

WE PREPARED THE RETURN FROM INFORMATION YOU FURNISHED US WITHOUT VERIFICATION. UPON EXAMINATION OF THE RETURN BY TAXING AUTHORITIES, REQUESTS MAY BE MADE FOR UNDERLYING DATA. WE THEREFORE RECOMMEND THAT YOU PRESERVE ALL RECORDS WHICH YOU MAY BE CALLED UPON TO PRODUCE IN CONNECTION WITH SUCH POSSIBLE EXAMINATIONS.

PLEASE REVIEW THE RETURN FOR COMPLETENESS AND ACCURACY.

WE HAVE ENCLOSED A MAILING ENVELOPE FOR YOUR CONVENIENCE IN FILING YOUR RETURN.

WE RECOMMEND THAT YOU USE CERTIFIED MAIL WITH POSTMARKED RECEIPTS FOR PROOF OF TIMELY FILING.

WE SINCERELY APPRECIATE THE OPPORTUNITY TO SERVE YOU. PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS CONCERNING THE TAX RETURNS.

PLEASE REVIEW YOUR WITHHOLDING TO DETERMINE YOUR TOTAL ESTIMATED TAX REQUIREMENTS FOR 2006.

EACH ORIGINAL RETURN SHOULD BE SIGNED, DATED AND FILED IN ACCORDANCE WITH THE FILING INSTRUCTIONS. THE COPY SHOULD BE RETAINED FOR YOUR FILES.

SINCERELY,

GOLDSTEIN LEWIN & CO.
1900 NW Corporate Blvd., Suite 200
Boca Raton, Florida 33431
Tel. (561) 994-5050
Fax (561) 241-0071

Broward (954) 429-8555
Dade (305) 944-3582
Palm Beach (561) 737-0309
www.glcpa.com

Ft. Lauderdale Office
1 East Broward Blvd., Suite 700
Ft. Lauderdale, Florida 33301
(reply to Boca address)

TS000988

2006 TAX RETURN FILING INSTRUCTIONS

U.S. INDIVIDUAL INCOME TAX RETURN

FOR THE YEAR ENDING
DECEMBER 31, 2006

Prepared for	SIMON & SHIRLEY BERNSTEIN 7020 LIONS HEAD LANE BOCA RATON, FL 33496
Prepared by	GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502
Amount of tax	Total tax \$ 352,827 Less: payments and credits \$ 52,031 Plus: interest and penalties \$ 23,067 BALANCE DUE \$ 323,863
Overpayment	Miscellaneous Donations \$ 0 Credited to your estimated tax \$ 0 Refunded to you \$ 0
Make check payable to	UNITED STATES TREASURY
Mail tax return and check (if applicable) to	INTERNAL REVENUE SERVICE CENTER P.O. BOX 105017 ATLANTA, GA 30348-5017
Return must be mailed on or before	OCTOBER 15, 2007
Special Instructions	THE RETURN SHOULD BE SIGNED AND DATED. ALSO ENCLOSE FORM 1040-V AND A CHECK FOR \$323,863. DO NOT ATTACH FORM 1040-V OR YOUR PAYMENT TO YOUR RETURN OR TO EACH OTHER. PLEASE LEAVE FORM 1040-V AND YOUR PAYMENT LOOSE IN THE ENVELOPE. AS AN ALTERNATIVE MEANS FOR DELIVERY, YOUR RETURNS MAY BE MAILED USING A PRIVATE DELIVERY SERVICE (E.G. FEDEX, UPS, DHL, ETC.). IF YOU CHOOSE TO USE A PRIVATE DELIVERY SERVICE FOR YOUR RETURNS YOU SHOULD MAIL TO THE ADDRESS LISTED BELOW. MAIL TO - INTERNAL REVENUE SERVICE CENTER 4800 BUFORD HWY. CHAMBLEE, GA 30341

**Special
Instructions**

INCLUDE YOUR SOCIAL SECURITY NUMBER, DAYTIME PHONE NUMBER AND
THE WORDS "2006 FORM 1040" ON YOUR CHECK.

2007 ESTIMATED TAX FILING INSTRUCTIONS

U.S. ESTIMATED INDIVIDUAL INCOME TAX

FOR THE YEAR ENDING
DECEMBER 31, 2007

Prepared for	SIMON & SHIRLEY BERNSTEIN 7020 LIONS HEAD LANE BOCA RATON, FL 33496																											
Prepared by	GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502																											
Amount of tax	<table><tr><td>Total Estimated Tax</td><td>\$</td><td>336,120</td></tr><tr><td>Less credit from prior year</td><td>\$</td><td>0</td></tr><tr><td>Less amount already paid on 2007 estimate</td><td>\$</td><td>270,000</td></tr><tr><td>Balance due</td><td>\$</td><td>66,120</td></tr></table> <p>Payable in full or in installments as follows:</p> <table><thead><tr><th>Installment</th><th>Amount</th><th>Due Date</th></tr></thead><tbody><tr><td>No. 1</td><td>\$ 0</td><td>NO PAYMENT REQUIRED</td></tr><tr><td>No. 2</td><td>\$ 0</td><td>NO PAYMENT REQUIRED</td></tr><tr><td>No. 3</td><td>\$ 0</td><td>NO PAYMENT REQUIRED</td></tr><tr><td>No. 4</td><td>\$ 66,120</td><td>JANUARY 15, 2008</td></tr></tbody></table>	Total Estimated Tax	\$	336,120	Less credit from prior year	\$	0	Less amount already paid on 2007 estimate	\$	270,000	Balance due	\$	66,120	Installment	Amount	Due Date	No. 1	\$ 0	NO PAYMENT REQUIRED	No. 2	\$ 0	NO PAYMENT REQUIRED	No. 3	\$ 0	NO PAYMENT REQUIRED	No. 4	\$ 66,120	JANUARY 15, 2008
Total Estimated Tax	\$	336,120																										
Less credit from prior year	\$	0																										
Less amount already paid on 2007 estimate	\$	270,000																										
Balance due	\$	66,120																										
Installment	Amount	Due Date																										
No. 1	\$ 0	NO PAYMENT REQUIRED																										
No. 2	\$ 0	NO PAYMENT REQUIRED																										
No. 3	\$ 0	NO PAYMENT REQUIRED																										
No. 4	\$ 66,120	JANUARY 15, 2008																										
Make check payable to	UNITED STATES TREASURY																											
Mail voucher and check (if applicable) to	INTERNAL REVENUE SERVICE CENTER P.O. BOX 105225 ATLANTA, GA 30348-5225																											
Special Instructions	INCLUDE YOUR SOCIAL SECURITY NUMBER AND THE WORDS "2007 FORM 1040-ES" ON YOUR CHECK. VOUCHERS NEED NOT BE SIGNED.																											

2006

Form 1040-V

Department of the Treasury
Internal Revenue Service

Paperwork Reduction Act Notice.

We ask for the information on Form 1040-V to help us carry out the Internal Revenue laws of the United States. If you use Form 1040-V, you must provide the requested information. Your cooperation will help us ensure that we are collecting the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Internal Revenue Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For the estimated averages, see the instructions for your income tax return. If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

610681 10-20-06

LHA

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

▼ DETACH HERE ▼

Form 1040-V (2006)

Department of the Treasury
Internal Revenue Service

OMB No. 1545-0074
2006

Form 1040-V Payment Voucher

- ▶ Use this voucher when making a payment with Form 1040
- ▶ Do not staple this voucher or your payment to Form 1040
- ▶ Make your check or money order payable to the "United States Treasury."
- ▶ Write your social security number (SSN) on your check or money order.

Enter the amount of your payment ▶	Dollars	Cents
	323,863	

1019

SIMON & SHIRLEY BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

P.O. BOX 105017
ATLANTA, GA 30348-5017

371325211 AT BERN 30 0 200612 610

TS000992

▼ DETACH HERE ▼

Form **4868**
 Department of the Treasury
 Internal Revenue Service

**Application for Automatic Extension of Time
 To File U.S. Individual Income Tax Return**

OMB No. 1545-0074

2006

For calendar year 2006, or other tax year beginning , 2006, ending

Part I Identification		Part II Individual Income Tax	
1 Your name(s) SIMON BERNSTEIN & SHIRLEY BERNSTEIN		4 Estimate of total tax liability for 2006 ... \$	<u>52,021.</u>
Address 7020 LIONS HEAD LANE		5 Total 2006 payments	<u>52,021.</u>
City, town or post office, state, and ZIP code BOCA RATON, FL 33496		6 Balance due. Subtract line 5 from line 4	<u>0.</u>
2 Your social security number 371-32-5211	3 Spouse's social security number 347-30-9749	7 Amount you are paying	<u>0.</u>
		8 Check here if you are "out of the country" and a U.S. citizen or resident	<input type="checkbox"/>
		9 Check here if you file Form 1040NR or 1040NR-EZ and did not receive wages as an employee subject to U.S. income tax withholding	<input type="checkbox"/>

LHA For Privacy Act and Paperwork Reduction Act Notice, see instructions.

Form 4868 (2006)

2007 Estimated Tax Worksheet

Keep for Your Records

<p>1 Adjusted gross income you expect in 2007 (see instructions)</p>	1	
<p>2 • If you plan to itemize deductions, enter the estimated total of your itemized deductions. Caution: If line 1 above is over \$156,400 (\$78,200 if married filing separately), your deduction may be reduced. See Pub. 505 for details. • If you do not plan to itemize deductions, enter your standard deduction from page 1. }</p>	2	
<p>3 Subtract line 2 from line 1</p>	3	
<p>4 Exemptions. Multiply \$3,400 by the number of personal exemptions. Caution: See Pub. 505 to figure the amount to enter if line 1 above is over: \$234,600 if married filing jointly or qualifying widow(er); \$195,500 if head of household; \$156,400 if single; or \$117,300 if married filing separately</p>	4	
<p>5 Subtract line 4 from line 3</p>	5	
<p>6 Tax. Figure your tax on the amount on line 5 by using the 2007 Tax Rate Schedules on page 3. Caution: If you have qualified dividends or a net capital gain, or expect to claim the foreign earned income exclusion or housing exclusion, see Pub. 505 to figure the tax</p>	6	
<p>7 Alternative minimum tax from Form 6251</p>	7	
<p>8 Add lines 6 and 7. Also include any tax from Form 4972 and Form 8814 and any recapture of education credits</p>	8	
<p>9 Credits (see instructions). Do not include any income tax withholding on this line</p>	9	
<p>10 Subtract line 9 from line 8. If zero or less, enter -0-</p>	10	
<p>11 Self-employment tax. Estimate of 2007 net earnings from self-employment \$ _____ ; if \$97,500 or less, multiply the amount by 15.3%; if more than \$97,500, multiply the amount by 2.9%, add \$12,090 to the result, and enter the total. Caution: If you also have wages subject to social security tax, see Pub. 505 to figure the amount to enter</p>	11	
<p>12 Other taxes (see instructions)</p>	12	
<p>13a Add lines 10 through 12</p>	13a	
<p>b Earned income credit, additional child tax credit, and credits from Form 4136 and Form 8885</p>	13b	
<p>c Total 2007 estimated tax. Subtract line 13b from line 13a. If zero or less, enter -0-</p>	13c	
<p>14a Multiply line 13c by 90% (66 2/3% for farmers and fishermen)</p>	14a	
<p>b Enter the tax shown on your 2006 tax return (110% of that amount if you are not a farmer or fisherman and the adjusted gross income shown on that return is more than \$150,000 or, if married filing separately for 2007, more than \$75,000)</p>	14b	
<p>c Required annual payment to avoid a penalty. Enter the smaller of line 14a or 14b</p> <p>Caution: Generally, if you do not prepay (through income tax withholding and estimated tax payments) at least the amount on line 14c, you may owe a penalty for not paying enough estimated tax. To avoid a penalty, make sure your estimate on line 13c is as accurate as possible. Even if you pay the required annual payment, you may still owe tax when you file your return. If you prefer, you can pay the amount shown on line 13c. For details, see Pub. 505.</p>	14c	
<p>15 Income tax withheld and estimated to be withheld during 2007 (including income tax withholding on pensions, annuities, certain deferred income, etc.)</p>	15	
<p>16a Subtract line 15 from line 14c. ADJUSTED TO:</p> <p>Is the result zero or less? <input type="checkbox"/> Yes. Stop here. You are not required to make estimated tax payments. <input type="checkbox"/> No. Go to line 16b.</p>	16a	336,120.
<p>b Subtract line 15 from line 13c.</p> <p>Is the result less than \$1,000? <input type="checkbox"/> Yes. Stop here. You are not required to make estimated tax payments. <input type="checkbox"/> No. Go to line 17 to figure your required payment.</p>	16b	
<p>17 If the first payment you are required to make is due April 16, 2007, enter 1/4 of line 16a (minus any 2006 overpayment that you are applying to this installment) here, and on your estimated tax payment voucher(s) if you are paying by check or money order. (Note: Household employers, see instructions.)</p>	17	

CUT HERE

Form **1040-ES**
Department of the Treasury
Internal Revenue Service

2007 Payment Voucher 1

OMB No. 1545-0074

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the "United States Treasury." Write your social security number and "2007 Form 1040-ES" on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Calendar year - Due April 16, 2007

Amount of estimated tax you are paying
by check or
money order.

\$

Print or type	Your first name and initial	Your last name	Your social security number
	If joint payment, complete for spouse		
	Spouse's first name and initial	Spouse's last name	Spouse's social security number
	Address (number, street, and apt. no.)		
City, state, and ZIP code (If a foreign address, enter city, province or state, postal code, and country.)			

LHA For Privacy Act and Paperwork Reduction Act Notice, see instructions on page 5.

CUT HERE

Form **1040-ES**
Department of the Treasury
Internal Revenue Service

2007 Payment Voucher 2

OMB No. 1545-0074

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the "United States Treasury." Write your social security number and "2007 Form 1040-ES" on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Calendar year - Due June 15, 2007

Amount of estimated tax you are paying
by check or
money order.

\$

Print or type	Your first name and initial	Your last name	Your social security number
	If joint payment, complete for spouse		
	Spouse's first name and initial	Spouse's last name	Spouse's social security number
	Address (number, street, and apt. no.)		
City, state, and ZIP code (If a foreign address, enter city, province or state, postal code, and country.)			

LHA For Privacy Act and Paperwork Reduction Act Notice, see instructions on page 5.

CUT HERE

CUT HERE

Form **1040-ES**
Department of the Treasury
Internal Revenue Service

2007 Payment Voucher 3

OMB No. 1545-0074

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the "United States Treasury." Write your social security number and "2007 Form 1040-ES" on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Calendar year - Due Sept. 17, 2007

Amount of estimated tax you are paying
by check or
money order.

\$

Print or type	Your first name and initial	Your last name	Your social security number
	If joint payment, complete for spouse		
	Spouse's first name and initial	Spouse's last name	Spouse's social security number
	Address (number, street, and apt. no.)		
City, state, and ZIP code (If a foreign address, enter city, province or state, postal code, and country.)			

LHA For Privacy Act and Paperwork Reduction Act Notice, see instructions on page 5.

CUT HERE

Form **1040-ES**
Department of the Treasury
Internal Revenue Service

2007 Payment Voucher 4

OMB No. 1545-0074

File only if you are making a payment of estimated tax by check or money order. Mail this voucher with your check or money order payable to the "United States Treasury." Write your social security number and "2007 Form 1040-ES" on your check or money order. Do not send cash. Enclose, but do not staple or attach, your payment with this voucher.

Calendar year - Due Jan. 15, 2008

Amount of estimated tax you are paying
by check or
money order.

\$ 66,120.

Print or type	Your first name and initial	Your last name	Your social security number
	SIMON	BERNSTEIN	371-32-5211
	If joint payment, complete for spouse		
	Spouse's first name and initial	Spouse's last name	Spouse's social security number
SHIRLEY	BERNSTEIN	347-30-9749	
Address (number, street, and apt. no.)			
7020 LIONS HEAD LANE			
City, state, and ZIP code (If a foreign address, enter city, province or state, postal code, and country.)			
BOCA RATON, FL 33496			

LHA For Privacy Act and Paperwork Reduction Act Notice, see instructions on page 5.

CUT HERE

Label (See instructions on page 16.) Use the IRS label. Otherwise, please print or type. Presidential Election Campaign

Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see page 16) ... You Spouse

Filing Status 1 Single 2 Married filing jointly 3 Married filing separately 4 Head of household 5 Qualifying widow(er)

Exemptions 6a Yourself 6b Spouse c Dependents d Total number of exemptions claimed

Income 7 Wages, salaries, tips, etc. 8a Taxable interest 8b Tax-exempt interest 9a Ordinary dividends 9b Qualified dividends 10-21 Other income

Adjusted Gross Income 22 Add the amounts in the far right column for lines 7 through 21. This is your total income 23-36 Deductions

37 Subtract line 36 from line 22. This is your adjusted gross income

Tax and Credits

Standard Deduction for - People who checked any box on line 39a or 39b or who can be claimed as a dependent.

All others: Single or Married filing separately, \$5,150

Married filing jointly or Qualifying widow(er), \$10,300

Head of household, \$7,550

Table with 3 columns: Line number, Description, Amount. Includes lines 38-57 for Tax and Credits.

Other Taxes

Table with 3 columns: Line number, Description, Amount. Includes lines 58-63 for Other Taxes.

Payments

If you have a qualifying child, attach Schedule EIC.

Table with 3 columns: Line number, Description, Amount. Includes lines 64-72 for Payments.

Refund

Direct deposit? See page 61 and fill in 74b, 74c, and 74d, or Form 8888.

Table with 3 columns: Line number, Description, Amount. Includes lines 73-75 for Refund.

Amount You Owe

Table with 3 columns: Line number, Description, Amount. Includes lines 76-77 for Amount You Owe.

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see page 63)? [X] Yes. Complete the following.

Sign Here

Joint return? See page 17. Keep a copy for your records.

Table for signatures and occupations of preparer and spouse.

Paid Preparer's Use Only

Table for preparer's signature, date, and SSN/PTIN.

Firm's name (or yours if self-employed), address, and ZIP code

GOLDSTEIN LEWIN & CO. 1900 N.W. CORPORATE BLVD. STE E-300 BOCA RATON, FL 33431-8502

610002 11-07-06

** INTEREST NOT INCLUDED 12,309. ** PENALTY NOT INCLUDED 9,024.

**** TOTAL DUE 323,863.

Underpayment of Estimated Tax by Individuals, Estates, and Trusts

▶ See separate instructions.
▶ Attach to Form 1040, 1040A, 1040NR, 1040NR-EZ, or 1041.

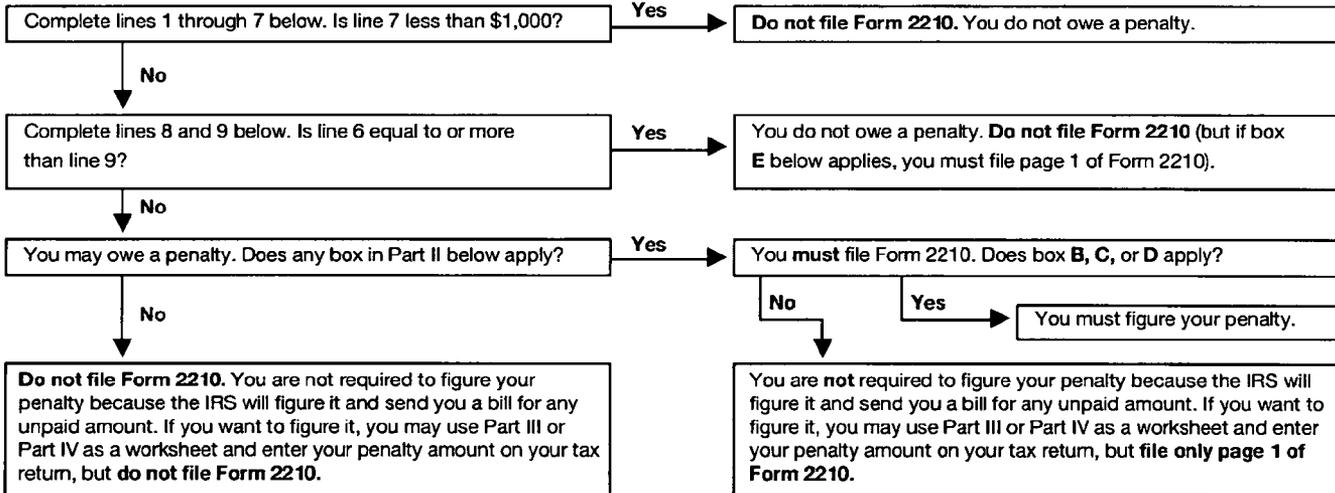
Name(s) shown on tax return

SIMON & SHIRLEY BERNSTEIN

Identifying number

371-32-5211

Do You Have To File Form 2210?



Part I Required Annual Payment (see page 2 of the instructions)

1 Enter your 2006 tax after credits from Form 1040, line 57 (or comparable line of your return)	1	352,827.
2 Other taxes, including self-employment tax (see page 3 of the instructions)	2	
3 Refundable credits. Enter the total of your earned income credit, additional child tax credit, credit for federal tax paid on fuels, and health coverage tax credit	3)
4 Current year tax. Combine lines 1, 2, and 3. If less than \$1,000, see page 3 of the instructions	4	352,827.
5 Multiply line 4 by 90% (.90)	5	317,544.
6 Withholding taxes. Do not include estimated tax payments. See page 3 of the instructions	6	51,991.
7 Subtract line 6 from line 4. If less than \$1,000, you do not owe a penalty; do not file Form 2210	7	300,836.
8 Maximum required annual payment based on prior year's tax (see page 3 of the instructions)	8	84,967.
9 Required annual payment. Enter the smaller of line 5 or line 8	9	84,967.

Next: Is line 9 more than line 6?

- No. You do not owe a penalty. Do not file Form 2210 unless box E below applies.
- Yes. You may owe a penalty, but do not file Form 2210 unless one or more boxes in Part II below applies.
- If box B, C, or D applies, you must figure your penalty and file Form 2210.
 - If only box A or E (or both) applies, file only page 1 of Form 2210. You are not required to figure your penalty; the IRS will figure it and send you a bill for any unpaid amount. If you want to figure your penalty, you may use Part III or Part IV as a worksheet and enter your penalty on your tax return, but file only page 1 of Form 2210.

Part II Reasons for Filing. Check applicable boxes. If none apply, do not file Form 2210.

- A You request a **waiver** (see page 2 of the instructions) of your entire penalty. You must check this box and file page 1 of Form 2210, but you are not required to figure your penalty.
- B You request a **waiver** (see page 2 of the instructions) of part of your penalty. You must figure your penalty and waiver amount and file Form 2210.
- C Your income varied during the year and your penalty is reduced or eliminated when figured using the **annualized income installment method**. You must figure the penalty using Schedule AI and file Form 2210.
- D Your penalty is lower when figured by treating the federal income tax withheld from your wages as paid on the dates it was actually withheld, instead of in equal amounts on the payment due dates. You must figure your penalty and file Form 2210.
- E You filed or are filing a joint return for either 2005 or 2006, but not for both years, and line 8 above is smaller than line 5 above. You must file page 1 of Form 2210, but you are not required to figure your penalty (unless box B, C, or D applies).

LHA For Paperwork Reduction Act Notice, see page 7 of separate instructions.

Form 2210 (2006)

Part III Short Method

You may use the short method if:

- You made no estimated tax payments (or your only payments were withheld federal income tax), or
- You paid estimated tax in equal amounts on your due dates.

You must use the regular method (Part IV) instead of the short method if:

- You made any estimated tax payments late,
- You checked box C or D in Part II, or
- You are filing Form 1040NR or 1040NR-EZ and you did not receive wages as an employee subject to U.S. income tax withholding.

TIP You do not need to file Form 2210 unless you checked a box in Part II on page 1.

Note: If any payment was made earlier than the due date, you may use the short method, but using it may cause you to pay a larger penalty than the regular method. If the payment was only a few days early, the difference is likely to be small.

10 Enter the amount from Form 2210, line 9		10	84,967.
11 Enter the amount, if any, from Form 2210, line 6	11		51,991.
12 Enter the total amount, if any, of estimated tax payments you made	12		
13 Add lines 11 and 12		13	51,991.
14 Total underpayment for year. Subtract line 13 from line 10. If zero or less, stop here; you do not owe the penalty. Do not file Form 2210 unless you checked box E on page 1		14	32,976.
15 Multiply line 14 by .05258 (use the factor shown in the instructions if you are eligible for Hurricane Katrina relief)		15	1,734.
16 • If the amount on line 14 was paid on or after 4/15/07, enter -0-. • If the amount on line 14 was paid before 4/15/07, make the following computation to find the amount to enter on line 16.			
Amount on line 14 x Number of days paid before 4/15/07 x .00022		16	0.
17 Penalty. Subtract line 16 from line 15. Enter the result here and on Form 1040, line 77; Form 1040A, line 48; Form 1040NR, line 75; Form 1040NR-EZ, line 27; or Form 1041, line 26	▶	17	1,734.

Form **2210** (2006)

**SCHEDULES A&B
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)
Name(s) shown on Form 1040

Schedule A - Itemized Deductions

(Schedule B is on page 2)

▶ Attach to Form 1040. ▶ See Instructions for Schedules A&B (Form 1040).

OMB No. 1545-0074

2006

Attachment
Sequence No. 07

Your social security number

SIMON & SHIRLEY BERNSTEIN

371 32 5211

Medical and Dental Expenses	Caution. Do not include expenses reimbursed or paid by others.			
1	Medical and dental expenses (see page A-1) SEE STATEMENT 13	1	2,941.	
2	Enter amount from Form 1040, line 38 2 1,394,357.			
3	Multiply line 2 by 7.5% (.075)	3	104,577.	
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4		0.
Taxes You Paid	5 State and local income taxes SEE STATEMENT 15 ST	5	2,137.	
(See page A-3.)	6 Real estate taxes (see page A-3)	6	29,507.	
	7 Personal property taxes	7		
	8 Other taxes. List type and amount ▶ FL INTANGIBLE 1,002.	8	1,002.	
	9 Add lines 5 through 8	9		32,646.
Interest You Paid	10 Home mortgage interest and points reported to you on Form 1098 STMT 11	10	83,504.	
(See page A-3.)	11 Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see page A-3 and show that person's name, identifying no., and address ▶	11		
Note.	12 Points not reported to you on Form 1098. STMT 9	12	1,784.	
Personal interest is not deductible.	13 Investment interest. Attach Form 4952 if required. (See page A-4.) STMT 12	13	60,980.	
	14 Add lines 10 through 13	14		146,268.
Gifts to Charity	15 Gifts by cash or check. SEE STATEMENT 10	15	55,675.	
If you made a gift and got a benefit for it, see page A-4.	16 Other than by cash or check. If any gift of \$250 or more, see page A-5. You must attach Form 8283 if over \$500	16	10,490.	
	17 Carryover from prior year	17		
	18 Add lines 15 through 17	18		66,165.
Casualty and Theft Losses	19 Casualty or theft loss(es). Attach Form 4684. (See page A-6.)	19		
Job Expenses and Certain Miscellaneous Deductions	20 Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See page A-6.) ▶	20		
(See page A-6.)	21 Tax preparation fees	21		
	22 Other expenses - investment, safe deposit box, etc. List type and amount ▶ WACHOVIA BANK 8,778. FROM K-1 - EVERGREEN PRIVATE INVESTMENT FUNDS 634.	22	9,412.	
	23 Add lines 20 through 22	23	9,412.	
	24 Enter amount from Form 1040, line 38 24 1,394,357.			
	25 Multiply line 24 by 2% (.02)	25	27,887.	
	26 Subtract line 25 from line 23. If line 25 is more than line 23, enter -0-	26		0.
Other Miscellaneous Deductions	27 Other - from list on page A-7. List type and amount ▶ FROM K-1 - EVERGREEN PRIVATE INVESTMENTS FUNDS 48.	27		48.
Total Itemized Deductions	28 Is Form 1040, line 38, over \$150,500 (over \$75,250 if married filing separately)? <input type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 27. Also, enter this amount on Form 1040, line 40. <input checked="" type="checkbox"/> Yes. Your deduction may be limited. See page A-7 for the amount to enter. } STMT 14 ▶	28		220,250.
	29 If you elect to itemize deductions even though they are less than your standard deduction, check here <input type="checkbox"/>			

LHA For Paperwork Reduction Act Notice, see Form 1040 instructions.

Schedule A (Form 1040) 2006

**SCHEDULE D
(Form 1040)**

Capital Gains and Losses

OMB No. 1545-0074

2006
Attachment
Sequence No. 12

Department of the Treasury
Internal Revenue Service (99)

▶ **Attach to Form 1040 or Form 1040NR.** ▶ **See Instructions for Schedule D (Form 1040).**

Name(s) shown on return

Your social security number

SIMON & SHIRLEY BERNSTEIN

371 32 5211

Part I Short-Term Capital Gains and Losses - Assets Held One Year or Less

(a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold (Mo., day, yr.)	(d) Sales price	(e) Cost or other basis	(f) Gain or (loss) Subtract (e) from (d)
1 TRANSACTIONS W/WACHOVIA (1773)	VARIOUS	VARIOUS	40,178.	37,829.	2,349.

2 Enter your short-term totals, if any, from Schedule D-1, line 2	2				
3 Total short-term sales price amounts. Add lines 1 and 2 in column (d)	3	40,178.			
4 Short-term gain from Form 6252 and short-term gain or (loss) from Forms 4684, 6781, and 8824	4	SEE STATEMENT 17			<393.>
5 Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	5	SEE STATEMENT 19			29,470.
6 Short-term capital loss carryover. Enter the amount, if any, from line 10 of your Capital Loss Carryover Worksheet in the instructions	6				()
7 Net short-term capital gain or (loss). Combine lines 1 through 6 in column (f)	7				31,426.

Part II Long-Term Capital Gains and Losses - Assets Held More Than One Year

(a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold (Mo., day, yr.)	(d) Sales price	(e) Cost or other basis	(f) Gain or (loss) Subtract (e) from (d)
8 TRANSACTIONS W/WACHOVIA (1773)	VARIOUS	VARIOUS	440,783.	334,321.	106,462.
SALE OF INVESTMENT PROPERTY	07/01/04	10/07/06	512,000.	537,000.	<25,000.>

9 Enter your long-term totals, if any, from Schedule D-1, line 9	9				
10 Total long-term sales price amounts. Add lines 8 and 9 in column (d)	10	952,783.			
11 Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and long-term gain or (loss) from Forms 4684, 6781, and 8824	11	SEE STATEMENT 18			<335.>
12 Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	12	SEE STATEMENT 20			26,279.
13 Capital gain distributions	13	SEE STATEMENT 21			25,897.
14 Long-term capital loss carryover. Enter the amount, if any, from line 15 of your Capital Loss Carryover Worksheet in the instructions	14				()
15 Net long-term capital gain or (loss). Combine lines 8 through 14 in column (f). Then go to Part III on page 2	15				133,303.

LHA For Paperwork Reduction Act Notice, see Form 1040 or Form 1040NR instructions.

Schedule D (Form 1040) 2006

Part III Summary

<p>16 Combine lines 7 and 15 and enter the result. If line 16 is a loss, skip lines 17 through 20, and go to line 21. If a gain, enter the gain on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 17 below</p>	16	164,729.
<p>17 Are lines 15 and 16 both gains? <input checked="" type="checkbox"/> Yes. Go to line 18. <input type="checkbox"/> No. Skip lines 18 through 21, and go to line 22.</p>		
<p>18 Enter the amount, if any, from line 7 of the 28% Rate Gain Worksheet on page D-8 of the instructions</p>	18	
<p>19 Enter the amount, if any, from line 18 of the Unrecaptured Section 1250 Gain Worksheet on page D-9 of the instructions SEE STATEMENT 22 ▶</p>	19	7.
<p>20 Are lines 18 and 19 both zero or blank? <input type="checkbox"/> Yes. Complete Form 1040 through line 43, or Form 1040NR through line 40. Then complete the Qualified Dividends and Capital Gain Tax Worksheet on page 38 of the Instructions for Form 1040 (or in the Instructions for Form 1040NR). Do not complete lines 21 and 22 below. <input checked="" type="checkbox"/> No. Complete Form 1040 through line 43, or Form 1040NR through line 40. Then complete the Schedule D Tax Worksheet on page D-10 of the instructions. Do not complete lines 21 and 22 below.</p>		
<p>21 If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the smaller of:</p> <ul style="list-style-type: none"> • The loss on line 16 or • (\$3,000), or if married filing separately, (\$1,500) 	21	()
<p>Note. When figuring which amount is smaller, treat both amounts as positive numbers.</p>		
<p>22 Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b? <input type="checkbox"/> Yes. Complete Form 1040 through line 43, or Form 1040NR through line 40. Then complete the Qualified Dividends and Capital Gain Tax Worksheet on page 38 of the Instructions for Form 1040 (or in the Instructions for Form 1040NR). <input type="checkbox"/> No. Complete the rest of Form 1040 or Form 1040NR.</p>		

Schedule D Tax Worksheet

Keep for Your Records

Name(s) shown on return SIMON & SHIRLEY BERNSTEIN	Your SSN 371-32-5211
-----------------------------------------------------------------	--------------------------------

Complete this worksheet only if line 18 or line 19 of Schedule D is more than zero. Otherwise, complete the Qualified Dividends and Capital Gain Tax Worksheet on page 38 of the Instructions for Form 1040 (or in the Instructions for Form 1040NR) to figure your tax.

Exception: Do not use the Qualified Dividends and Capital Gain Tax Worksheet or this worksheet to figure your tax if:

- Line 15 or line 16 of Schedule D is zero or less and you have no qualified dividends on Form 1040, line 9b (or Form 1040NR, line 10b); or
- Form 1040, line 43 (or Form 1040NR, line 40) is zero or less.

Instead, see the instructions for Form 1040, line 44 (or Form 1040NR, line 41).

1. Enter your taxable income from Form 1040, line 43 (or Form 1040NR, line 40)	1. <u>1,171,907.</u>
2. Enter your qualified dividends from Form 1040, line 9b (or Form 1040NR, line 10b)	2. <u>14,628.</u>
3. Enter the amount from Form 4952, line 4g ...	3. _____
4. Enter the amount from Form 4952, line 4e*	4. _____
5. Subtract line 4 from line 3. If zero or less, enter -0-	5. _____
6. Subtract line 5 from line 2. If zero or less, enter -0-	6. <u>14,628.</u>
7. Enter the smaller of line 15 or line 16 of Sch. D	7. <u>133,303.</u>
8. Enter the smaller of line 3 or line 4	8. _____
9. Subtract line 8 from line 7. If zero or less, enter -0-	9. <u>133,303.</u>
10. Add lines 6 and 9	10. <u>147,931.</u>
11. Add lines 18 and 19 of Schedule D	11. <u>7.</u>
12. Enter the smaller of line 9 or line 11	12. <u>7.</u>
13. Subtract line 12 from line 10	13. <u>147,924.</u>
14. Subtract line 13 from line 1. If zero or less, enter -0-	14. <u>1,023,983.</u>
15. Enter the smaller of:	
● The amount on line 1 or	
● \$30,650 if single or married filing separately;	
\$61,300 if married filing jointly or qualifying widow(er); or	15. <u>61,300.</u>
\$41,050 if head of household	
16. Enter the smaller of line 14 or line 15	16. <u>61,300.</u>
17. Subtract line 10 from line 1. If zero or less, enter -0-	17. <u>1,023,976.</u>
18. Enter the larger of line 16 or line 17	▶ 18. <u>1,023,976.</u>
If lines 15 and 16 are the same, skip lines 19 and 20 and go to line 21. Otherwise, go to line 19.	
19. Subtract line 16 from line 15	▶ 19. _____
20. Multiply line 19 by 5% (.05)	20. _____
If lines 1 and 15 are the same, skip lines 21 through 33 and go to line 34. Otherwise, go to line 21.	
21. Enter the smaller of line 1 or line 13	21. <u>147,924.</u>
22. Enter the amount from line 19 (if line 19 is blank, enter -0-)	22. <u>0.</u>
23. Subtract line 22 from line 21. If zero or less, enter -0-	▶ 23. <u>147,924.</u>
24. Multiply line 23 by 15% (.15)	24. <u>22,189.</u>
If Schedule D, line 19, is zero or blank, skip lines 25 through 30 and go to line 31. Otherwise, go to line 25.	
25. Enter the smaller of line 9 above or Schedule D, line 19	25. <u>7.</u>
26. Add lines 10 and 18	26. <u>1,171,907.</u>
27. Enter the amount from line 1 above	27. <u>1,171,907.</u>
28. Subtract line 27 from line 26. If zero or less, enter -0-	28. <u>0.</u>
29. Subtract line 28 from line 25. If zero or less, enter -0-	▶ 29. <u>7.</u>
30. Multiply line 29 by 25% (.25)	30. <u>2.</u>
If Schedule D, line 18, is zero or blank, skip lines 31 through 33 and go to line 34. Otherwise, go to line 31.	
31. Add lines 18, 19, 23, and 29	31. _____
32. Subtract line 31 from line 1	32. _____
33. Multiply line 32 by 28% (.28)	33. _____
34. Figure the tax on the amount on line 18. Use the Tax Table or Tax Computation Worksheet, whichever applies	34. <u>331,642.</u>
35. Add lines 20, 24, 30, 33, and 34	35. <u>353,833.</u>
36. Figure the tax on the amount on line 1. Use the Tax Table or Tax Computation Worksheet, whichever applies	36. <u>383,418.</u>
37. Tax on all taxable income (including capital gains and qualified dividends). Enter the smaller of line 35 or line 36. Also include this amount on Form 1040, line 44 (or Form 1040NR, line 41)	37. <u>353,833.</u>

620515 11-10-06

* If applicable, enter instead the smaller amount you entered on the dotted line next to line 4e of Form 4952.

SCHEDULE E
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Supplemental Income and Loss

(From rental real estate, royalties, partnerships,
S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041.

▶ See Instructions for Schedule E (Form 1040).

OMB No. 1545-0074

2006

Attachment
Sequence No. **13**

Name(s) shown on return

SIMON & SHIRLEY BERNSTEIN

Your social security number

371-32-5211

Part I **Income or Loss From Rental Real Estate and Royalties** Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see page E-3). Report farm rental income or loss from Form 4835 on page 2, line 40.

1	List the type and location of each rental real estate property:	2		Yes	No
		For each rental real estate property listed on line 1, did you or your family use it during the tax year for personal purposes for more than the greater of:			
A	EVERGREEN PRIVATE INVESTMENTS FUNDS - ROY	• 14 days or	• 10% of the total days rented at fair rental value?		
B					
C					

Income:	Properties			Totals (Add columns A, B, and C.)
	A	B	C	
3 Rents received	3			3
4 Royalties received	4	1.		4 1.
Expenses:				
5 Advertising	5			
6 Auto and travel (see page E-4)	6			
7 Cleaning and maintenance	7			
8 Commissions	8			
9 Insurance	9			
10 Legal and other professional fees	10			
11 Management fees	11			
12 Mortgage interest paid to banks, etc. (see page E-4)	12			12
13 Other interest	13			
14 Repairs	14			
15 Supplies	15			
16 Taxes	16			
17 Utilities	17			
18 Other (list) ▶	18			
19 Add lines 5 through 18	19			19
20 Depreciation expense or depletion (see page E-4)	20			20
21 Total expenses. Add lines 19 and 20	21			
22 Income or (loss) from rental real estate or royalty properties. Subtract line 21 from line 3 (rents) or line 4 (royalties). If the result is a (loss), see page E-5 to find out if you must file Form 6198	22	1.		
23 Deductible rental real estate loss. Caution. Your rental real estate loss on line 22 may be limited. See page E-5 to find out if you must file Form 8582. Real estate professionals must complete line 43 on page 2	23			
24 Income. Add positive amounts shown on line 22. Do not include any losses	24			1.
25 Losses. Add royalty losses from line 22 and rental real estate losses from line 23. Enter total losses here	25			()
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2	26			1.

Name(s) shown on return. Do not enter name and social security number if shown on page 1.

Your social security number

SIMON & SHIRLEY BERNSTEIN

371-32-5211

Caution: The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations Note. If you report a loss from an at-risk activity for which any amount is not at risk, you must check column (e) on line 28 and attach Form 6198. See page E-1.

27 Are you reporting any loss not allowed in a prior year due to the at-risk or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? Yes No
If you answered "Yes," see page E-6 before completing this section.

28	(a) Name	(b) Enter P for partnership; S for S corporation	(c) Check if foreign partnership	(d) Employer identification number	(e) Check if any amount is not at risk
A	SEE STATEMENT 23				
B					
C					
D					

Passive Income and Loss		Nonpassive Income and Loss		
(f) Passive loss allowed (attach Form 8582 if required)	(g) Passive income from Schedule K-1	(h) Nonpassive loss from Schedule K-1	(i) Section 179 expense deduction from Form 4562	(j) Nonpassive income from Schedule K-1
A				
B				
C				
D				
29a Totals		1,506.		1,046,791.
b Totals	1,760.		33,325.	58,571.
30 Add columns (g) and (j) of line 29a				30 1,048,297.
31 Add columns (f), (h), and (i) of line 29b				31 (93,656.)
32 Total partnership and S corporation income or (loss). Combine lines 30 and 31. Enter the result here and include in the total on line 41 below				32 954,641.

Part III Income or Loss From Estates and Trusts

33	(a) Name	(b) Employer identification number
A		
B		

Passive Income and Loss		Nonpassive Income and Loss	
(c) Passive deduction or loss allowed (attach Form 8582 if required)	(d) Passive income from Schedule K-1	(e) Deduction or loss from Schedule K-1	(f) Other income from Schedule K-1
A			
B			
34a Totals			
b Totals			
35 Add columns (d) and (f) of line 34a			35
36 Add columns (c) and (e) of line 34b			36 ()
37 Total estate and trust income or (loss). Combine lines 35 and 36. Enter the result here and include in the total on line 41 below			37

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) - Residual Holder

38	(a) Name	(b) Employer identification number	(c) Excess inclusion from Schedules Q, line 2c	(d) Taxable income (net loss) from Schedules Q, line 1b	(e) Income from Schedules Q, line 3b

39 Combine columns (d) and (e) only. Enter the result here and include in the total on line 41 below 39

Part V Summary * ENTIRE DISPOSITION OF ACTIVITY

40 Net farm rental income or (loss) from Form 4835. Also, complete line 42 below	40	
41 Total income or (loss). Combine lines 26, 32, 37, 39, and 40. Enter the result here and on Form 1040, line 17, or Form 1040NR, line 18	41	954,642.
42 Reconciliation of farming and fishing income. Enter your gross farming and fishing income reported on Form 4835, line 7; Schedule K-1 (Form 1065), box 14, code B; Schedule K-1 (Form 1120S), box 17, code T; and Schedule K-1 (Form 1041), line 14, code F (see page E-7)	42	
43 Reconciliation for real estate professionals. If you were a real estate professional (see page E-1), enter the net income or (loss) you reported anywhere on Form 1040 or Form 1040NR from all rental real estate activities in which you materially participated under the passive activity loss rules	43	

INCOME FROM PASSTHROUGH STATEMENT, PAGE 1

2006

SCHEDULE E

Name SIMON BERNSTEIN

SSN/EIN 371-32-5211

Passthrough EVERGREEN PRIVATE INVESTMENTS FUNDS

ID 56-2114125

TAXPAYER

PARTNERSHIP

OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	1,414.							
Rental real estate income (loss)	<45.>							
Other net rental income (loss)	188.							
Intangible drilling costs/dry hole costs								
Self-charged passive interest expense								
Guaranteed payments								
Section 179 and carryover								
Disallowed section 179 expense								
Net income (loss)	1,557.							1,557.
First passive other	<7.>							<7.>
Second passive other	<44.>							<44.>
Cost depletion								
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation								
Unreimbursed expenses (nonpassive)								
Nonpassive other	74.							74.
Total Schedule E (page 2)	1,580.							1,580.
FORM 4797								
Section 1231 gain (loss)	254.							254.
Section 179 recapture on disposition								
SCHEDULE D								
Net short-term cap. gain (loss)	13,297.							13,297.
Net long-term cap. gain (loss)	7,722.							7,722.
Section 1256 contracts & straddles	<485.>							<485.>
FORM 4952								
Investment interest expense - Sch. A	9,498.							9,498.
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions								
Deductions related to portfolio income	48.							48.
Other								

INCOME FROM PASSTHROUGH STATEMENT, PAGE 2

2006

SCHEDULE E

Name SIMON BERNSTEIN

SSN/EIN 371-32-5211

Passthrough EVERGREEN PRIVATE INVESTMENTS FUNDS
PARTNERSHIP

ID 56-2114125

TAXPAYER

OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
INTEREST AND DIVIDENDS								
Interest income	640.							640.
Interest from U.S. bonds								
Ordinary dividends	3.							3.
Qualified dividends	2.							2.
Tax-exempt interest income	133.							133.
FORM 6251								
Depreciation adjustment after 12/31/86								
Adjusted gain or loss								
Beneficiary's AMT adjustment								
Depletion (other than oil)								
Other	40.							40.
MISCELLANEOUS								
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties	1.							1.
Royalty expenses/depletion								
Undistributed capital gains credit								
Backup withholding	10.							10.
Credit for estimated tax								
Cancellation of debt								
Medical insurance - 1040								
Dependent care benefits								
Retirement plans								
Qualified production activities income								
Passthrough adjustment to Form 1040								
Penalty on early withdrawal of savings								
NOL								
Other taxes/recapture of credits								
Credits								
Casualty and theft loss								

INCOME FROM PASSTHROUGH STATEMENT, PAGE 1

2006

SCHEDULE E

Name SIMON BERNSTEIN

SSN/EIN 371-32-5211

Passthrough EVERGREEN PRIVATE INVESTMENT FUNDS

ID 52-2223144

TAXPAYER

PARTNERSHIP

OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	<8,134.>							
Rental real estate income (loss)								
Other net rental income (loss)								
Intangible drilling costs/dry hole costs								
Self-charged passive interest expense								
Guaranteed payments								
Section 179 and carryover								
Disallowed section 179 expense								
Net income (loss)	<8,134.>						6,374.	<1,760.>
First passive other								
Second passive other								
Cost depletion								
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation								
Unreimbursed expenses (nonpassive)								
Nonpassive other	21.							21.
Total Schedule E (page 2)	<8,113.>						6,374.	<1,739.>
FORM 4797								
Section 1231 gain (loss)								
Section 179 recapture on disposition								
SCHEDULE D								
Net short-term cap. gain (loss)	16,173.							16,173.
Net long-term cap. gain (loss)	18,557.							18,557.
Section 1256 contracts & straddles	<497.>							<497.>
FORM 4952								
Investment interest expense - Sch. A	5,185.							5,185.
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions								
Deductions related to portfolio income	634.							634.
Other								

INCOME FROM PASSTHROUGH STATEMENT, PAGE 2

2006

SCHEDULE E

Name SIMON BERNSTEIN

SSN/EIN 371-32-5211

Passthrough EVERGREEN PRIVATE INVESTMENT FUNDS

ID 52-2223144

TAXPAYER

PARTNERSHIP

OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
INTEREST AND DIVIDENDS								
Interest income	612.							612.
Interest from U.S. bonds								
Ordinary dividends								
Qualified dividends								
Tax-exempt interest income	2.							2.
FORM 6251								
Depreciation adjustment after 12/31/86								
Adjusted gain or loss								
Beneficiary's AMT adjustment								
Depletion (other than oil)								
Other	2.							2.
MISCELLANEOUS								
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties								
Royalty expenses/depletion								
Undistributed capital gains credit								
Backup withholding								
Credit for estimated tax								
Cancellation of debt								
Medical insurance - 1040								
Dependent care benefits								
Retirement plans								
Qualified production activities income								
Passthrough adjustment to Form 1040								
Penalty on early withdrawal of savings								
NOL								
Other taxes/recapture of credits								
Credits								
Casualty and theft loss								

INCOME FROM PASSTHROUGH STATEMENT, PAGE 1

2006

SCHEDULE E

Name SIMON BERNSTEIN

SSN/EIN 371-32-5211

Passthrough ARBITRAGE INTERNATIONAL MARKETING

ID 65-105556

TAXPAYER

S CORPORATION

NONPASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	558,363.							
Rental real estate income (loss)								
Other net rental income (loss)								
Intangible drilling costs/dry hole costs								
Self-charged passive interest expense								
Guaranteed payments								
Section 179 and carryover	37,470.							
Disallowed section 179 expense								
Net income (loss)	520,893.							520,893.
First passive other								
Second passive other								
Cost depletion								
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation								
Unreimbursed expenses (nonpassive)								
Nonpassive other								
Total Schedule E (page 2)	520,893.							520,893.
FORM 4797								
Section 1231 gain (loss)								
Section 179 recapture on disposition								
SCHEDULE D								
Net short-term cap. gain (loss)								
Net long-term cap. gain (loss)								
Section 1256 contracts & straddles ...								
FORM 4952								
Investment interest expense - Sch. A								
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions	1,640.							1,640.
Deductions related to portfolio income								
Other								

INCOME FROM PASSTHROUGH STATEMENT, PAGE 2

2006

SCHEDULE E

Name SIMON BERNSTEIN

SSN/EIN 371-32-5211

Passthrough ARBITRAGE INTERNATIONAL MARKETING

ID 65-1055556

TAXPAYER

S CORPORATION

NONPASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
INTEREST AND DIVIDENDS								
Interest income								
Interest from U.S. bonds								
Ordinary dividends								
Qualified dividends								
Tax-exempt interest income								
FORM 6251								
Depreciation adjustment after 12/31/86								
Adjusted gain or loss								
Beneficiary's AMT adjustment								
Depletion (other than oil)								
Other								
MISCELLANEOUS								
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties								
Royalty expenses/depletion								
Undistributed capital gains credit								
Backup withholding								
Credit for estimated tax								
Cancellation of debt								
Medical insurance - 1040								
Dependent care benefits								
Retirement plans								
Qualified production activities income								
Passthrough adjustment to Form 1040								
Penalty on early withdrawal of savings								
NOL								
Other taxes/recapture of credits								
Credits								
Casualty and theft loss								

INCOME FROM PASSTHROUGH STATEMENT, PAGE 1

2006

SCHEDULE E

Name SIMON BERNSTEIN

SSN/EIN 371-32-5211

Passthrough CAMBRIDGE FINANCING COMPANY

ID 35-2257332

TAXPAYER

S CORPORATION

OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	<33,308.>							
Rental real estate income (loss)								
Other net rental income (loss)								
Intangible drilling costs/dry hole costs								
Self-charged passive interest expense								
Guaranteed payments								
Section 179 and carryover								
Disallowed section 179 expense								
Net income (loss)	<33,308.>							<33,308.>
First passive other								
Second passive other								
Cost depletion								
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation								
Unreimbursed expenses (nonpassive)								
Nonpassive other								
Total Schedule E (page 2)	<33,308.>							<33,308.>
FORM 4797								
Section 1231 gain (loss)								
Section 179 recapture on disposition								
SCHEDULE D								
Net short-term cap. gain (loss)								
Net long-term cap. gain (loss)								
Section 1256 contracts & straddles								
FORM 4952								
Investment interest expense - Sch. A								
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions								
Deductions related to portfolio income								
Other								

INCOME FROM PASSTHROUGH STATEMENT, PAGE 2

2006

SCHEDULE E

Name SIMON BERNSTEIN

SSN/EIN 371-32-5211

Passthrough CAMBRIDGE FINANCING COMPANY

ID 35-2257332

TAXPAYER

S CORPORATION

OTHER PASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
INTEREST AND DIVIDENDS								
Interest income								
Interest from U.S. bonds								
Ordinary dividends								
Qualified dividends								
Tax-exempt interest income								
FORM 6251								
Depreciation adjustment after 12/31/86								
Adjusted gain or loss								
Beneficiary's AMT adjustment								
Depletion (other than oil)								
Other								
MISCELLANEOUS								
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties								
Royalty expenses/depletion								
Undistributed capital gains credit								
Backup withholding								
Credit for estimated tax								
Cancellation of debt								
Medical insurance - 1040								
Dependent care benefits								
Retirement plans								
Qualified production activities income								
Passthrough adjustment to Form 1040								
Penalty on early withdrawal of savings								
NOL								
Other taxes/recapture of credits								
Credits								
Casualty and theft loss								

INCOME FROM PASSTHROUGH STATEMENT, PAGE 1

2006

SCHEDULE E

Name SIMON BERNSTEIN

SSN/EIN 371-32-5211

Passthrough NATIONAL SERVICE ASSOCIATION INC

ID 36-3307282

TAXPAYER

S CORPORATION

NONPASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	<17.>							
Rental real estate income (loss)								
Other net rental income (loss)								
Intangible drilling costs/dry hole costs								
Self-charged passive interest expense								
Guaranteed payments								
Section 179 and carryover								
Disallowed section 179 expense								
Net income (loss)	<17.>							<17.>
First passive other								
Second passive other								
Cost depletion								
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation								
Unreimbursed expenses (nonpassive)								
Nonpassive other								
Total Schedule E (page 2)	<17.>							<17.>
FORM 4797								
Section 1231 gain (loss)								
Section 179 recapture on disposition								
SCHEDULE D								
Net short-term cap. gain (loss)								
Net long-term cap. gain (loss)								
Section 1256 contracts & straddles								
FORM 4952								
Investment interest expense - Sch. A								
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions								
Deductions related to portfolio income								
Other								

INCOME FROM PASSTHROUGH STATEMENT, PAGE 2

2006

SCHEDULE E

Name SIMON BERNSTEIN

SSN/EIN 371-32-5211

Passthrough NATIONAL SERVICE ASSOCIATION INC

ID 36-3307282

TAXPAYER

S CORPORATION

NONPASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
INTEREST AND DIVIDENDS								
Interest income								
Interest from U.S. bonds								
Ordinary dividends								
Qualified dividends								
Tax-exempt interest income								
FORM 6251								
Depreciation adjustment after 12/31/86								
Adjusted gain or loss								
Beneficiary's AMT adjustment								
Depletion (other than oil)								
Other								
MISCELLANEOUS								
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties								
Royalty expenses/depletion								
Undistributed capital gains credit								
Backup withholding								
Credit for estimated tax								
Cancellation of debt								
Medical insurance - 1040								
Dependent care benefits								
Retirement plans								
Qualified production activities income								
Passthrough adjustment to Form 1040								
Penalty on early withdrawal of savings								
NOL								
Other taxes/recapture of credits								
Credits								
Casualty and theft loss								

INCOME FROM PASSTHROUGH STATEMENT, PAGE 1

2006

SCHEDULE E

Name SIMON BERNSTEIN

SSN/EIN 371-32-5211

Passthrough LIC HOLDINGS INC

ID 20-5290314

TAXPAYER

S CORPORATION

NONPASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
SCHEDULE E, PAGE 2								
Ordinary business income (loss)	488,333.							
Rental real estate income (loss)								
Other net rental income (loss)								
Intangible drilling costs/dry hole costs								
Self-charged passive interest expense								
Guaranteed payments								
Section 179 and carryover	21,101.							
Disallowed section 179 expense								
Net income (loss)	467,232.							467,232.
First passive other								
Second passive other								
Cost depletion								
Percentage depletion								
Depletion carryover								
Disallowed due to 65% limitation								
Unreimbursed expenses (nonpassive)								
Nonpassive other								
Total Schedule E (page 2)	467,232.							467,232.
FORM 4797								
Section 1231 gain (loss)								
Section 179 recapture on disposition								
SCHEDULE D								
Net short-term cap. gain (loss)								
Net long-term cap. gain (loss)								
Section 1256 contracts & straddles								
FORM 4952								
Investment interest expense - Sch. A								
Other net investment income								
ITEMIZED DEDUCTIONS								
Charitable contributions								
Deductions related to portfolio income								
Other								

INCOME FROM PASSTHROUGH STATEMENT, PAGE 2

2006

SCHEDULE E

Name SIMON BERNSTEIN

SSN/EIN 371-32-5211

Passthrough LIC HOLDINGS INC

ID 20-5290314

TAXPAYER

S CORPORATION

NONPASSIVE	K-1 Input	Prior Year Unallowed Basis Loss	Disallowed Due to Basis Limitation	Prior Year Unallowed At-Risk Loss	Disallowed Due to At-Risk	Prior Year Passive Loss	Disallowed Passive Loss	Tax Return
INTEREST AND DIVIDENDS								
Interest income	2,299.							2,299.
Interest from U.S. bonds								
Ordinary dividends								
Qualified dividends								
Tax-exempt interest income								
FORM 6251								
Depreciation adjustment after 12/31/86	<350.>							<350.>
Adjusted gain or loss								
Beneficiary's AMT adjustment								
Depletion (other than oil)								
Other								
MISCELLANEOUS								
Self-employment earnings (loss)/Wages								
Gross farming & fishing inc								
Royalties								
Royalty expenses/depletion								
Undistributed capital gains credit								
Backup withholding								
Credit for estimated tax								
Cancellation of debt								
Medical insurance - 1040								
Dependent care benefits								
Retirement plans								
Qualified production activities income								
Passthrough adjustment to Form 1040								
Penalty on early withdrawal of savings								
NOL								
Other taxes/recapture of credits								
Credits								
Casualty and theft loss								

Part III Figuring the Credit

9 Enter the amount from line 8. These are your total foreign taxes paid or accrued for the category of income checked above Part I	9	1,006.	
10 Carryback or carryover (attach detailed computation)	10		
11 Add lines 9 and 10	11	1,006.	
12 Reduction in foreign taxes	12		
13 Subtract line 12 from line 11. This is the total amount of foreign taxes available for credit	13		1,006.
14 Enter the amount from line 7. This is your taxable income or (loss) from sources outside the United States (before adjustments) for the category of income checked above Part I	14	13,377.	
15 Adjustments to line 14	15		
16 Combine the amounts on lines 14 and 15. This is your net foreign source taxable income. (If the result is zero or less, you have no foreign tax credit for the category of income you checked above Part I. Skip lines 17 through 21. However, if you are filing more than one Form 1116, you must complete line 19.)	16	13,377.	
17 Individuals: Enter the amount from Form 1040, line 41 (minus any amount on Form 8914, line 6). If you are a nonresident alien, enter the amount from Form 1040NR, line 38 (minus any amount on Form 8914, line 6). Estates and trusts: Enter your taxable income without the deduction for your exemption SEE STATEMENT 25	17	1,089,581.	
Caution: If you figured your tax using the lower rates on qualified dividends or capital gains, see instructions.			
18 Divide line 16 by line 17. If line 16 is more than line 17, enter "1"	18		.012277
19 Individuals: Enter the amount from Form 1040, line 44. If you are a nonresident alien, enter the amount from Form 1040NR, line 41. Estates and trusts: Enter the amount from Form 1041, Schedule G, line 1a, or the total of Form 990-T, lines 36 and 37	19		353,833.
Caution: If you are completing line 19 for separate category g (lump-sum distributions), see pg. 18 of the instructions.			
20 Multiply line 19 by line 18 (maximum amount of credit)	20		4,344.
21 Enter the smaller of line 13 or line 20. If this is the only Form 1116 you are filing, skip lines 22 through 30 and enter this amount on line 31. Otherwise, complete the appropriate line in Part IV	21		1,006.

Part IV Summary of Credits From Separate Parts III

22 Credit for taxes on passive income	22		
23 Credit for taxes on high withholding tax interest	23		
24 Credit for taxes on financial services income	24		
25 Credit for taxes on shipping income	25		
26 Credit for taxes on dividends from a DISC or former DISC and certain distributions from a FSC or former FSC	26		
27 Credit for taxes on lump-sum distributions	27		
28 Credit for taxes on certain income re-sourced by treaty	28		
29 Credit for taxes on general limitation income	29		
30 Add lines 22 through 29	30		
31 Enter the smaller of line 19 or line 30	31		1,006.
32 Reduction of credit for international boycott operations	32		
33 Subtract line 32 from line 31. This is your foreign tax credit. Enter here and on Form 1040, line 47; Form 1040NR, line 44; Form 1041, Schedule G, line 2a; or Form 990-T, line 40a	33		1,006.

Sales of Business Property
 (Also Involuntary Conversions and Recapture Amounts
 Under Sections 179 and 280F(b)(2))
 ► Attach to your tax return. ► See separate instructions.

OMB No. 1545-0184

2006
 Attachment
 Sequence No. **27**

SIMON & SHIRLEY BERNSTEIN

Identifying number
371-32-5211

1 Enter the gross proceeds from sales or exchanges reported to you for 2006 on Form(s) 1099-B or 1099-S (or substitute statement) that you are including on line 2, 10, or 20 1

Part I Sales or Exchanges of Property Used in a Trade or Business and Involuntary Conversions From Other Than Casualty or Theft-Most Property Held More Than 1 Year (see instructions)

(a) Description of property	(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)	(d) Gross sales price	(e) Depreciation allowed or allowable since acquisition	(f) Cost or other basis, plus improvements and expense of sale	(g) Gain or (loss) Subtract (f) from the sum of (d) and (e)
2 EVERGREEN PRIVATE INVESTMENTS FUNDS						254.

3 Gain, if any, from Form 4684, line 42	3
4 Section 1231 gain from installment sales from Form 6252, line 26 or 37	4
5 Section 1231 gain or (loss) from like-kind exchanges from Form 8824	5
6 Gain, if any, from line 32, from other than casualty or theft	6
7 Combine lines 2 through 6. Enter the gain or (loss) here and on the appropriate line as follows: Partnerships (except electing large partnerships) and S corporations. Report the gain or (loss) following the instructions for Form 1065, Schedule K, line 10, or Form 1120S, Schedule K, line 9. Skip lines 8, 9, 11, and 12 below. Individuals, partners, S corporation shareholders, and all others. If line 7 is zero or a loss, enter the amount from line 7 on line 11 below and skip lines 8 and 9. If line 7 is a gain and you did not have any prior year section 1231 losses, or they were recaptured in an earlier year, enter the gain from line 7 as a long-term capital gain on the Schedule D filed with your return and skip lines 8, 9, 11, and 12 below.	7 254.
8 Nonrecaptured net section 1231 losses from prior years (see instructions)	8
9 Subtract line 8 from line 7. If zero or less, enter -0-. If line 9 is zero, enter the gain from line 7 on line 12 below. If line 9 is more than zero, enter the amount from line 8 on line 12 below and enter the gain from line 9 as a long-term capital gain on the Schedule D filed with your return (see instructions)	9

Part II Ordinary Gains and Losses (see instructions)

10 Ordinary gains and losses not included on lines 11 through 16 (include property held 1 year or less):

11 Loss, if any, from line 7	11
12 Gain, if any, from line 7 or amount from line 8, if applicable	12
13 Gain, if any, from line 31	13
14 Net gain or (loss) from Form 4684, lines 34 and 41a	14
15 Ordinary gain from installment sales from Form 6252, line 25 or 36	15
16 Ordinary gain or (loss) from like-kind exchanges from Form 8824	16
17 Combine lines 10 through 16	17
18 For all except individual returns, enter the amount from line 17 on the appropriate line of your return and skip lines a and b below. For individual returns, complete lines a and b below: a If the loss on line 11 includes a loss from Form 4684, line 38, column (b)(ii), enter that part of the loss here. Enter the part of the loss from income-producing property on Schedule A (Form 1040), line 27, and the part of the loss from property used as an employee on Schedule A (Form 1040), line 22. Identify as from "Form 4797, line 18a." See instructions b Redetermine the gain or (loss) on line 17 excluding the loss, if any, on line 18a. Enter here and on Form 1040, line 14	18a 18b

LHA For Paperwork Reduction Act Notice, see separate instructions.

Form 4797 (2006)

Part III Gain From Disposition of Property Under Sections 1245, 1250, 1252, 1254, and 1255 (see instructions)

19 (a) Description of section 1245, 1250, 1252, 1254, or 1255 property:		(b) Date acquired (mo., day, yr.)	(c) Date sold (mo., day, yr.)		
A					
B					
C					
D					
These columns relate to the properties on lines 19A through 19D.		Property A	Property B	Property C	Property D
20	Gross sales price (Note: See line 1 before completing.)	20			
21	Cost or other basis plus expense of sale	21			
22	Depreciation (or depletion) allowed or allowable	22			
23	Adjusted basis. Subtract line 22 from line 21	23			
24	Total gain. Subtract line 23 from line 20	24			
25 If section 1245 property:					
a	Depreciation allowed or allowable from line 22	25a			
b	Enter the smaller of line 24 or 25a	25b			
26 If section 1250 property: If straight line depreciation was used, enter -0- on line 26g, except for a corporation subject to section 291.					
a	Additional depreciation after 1975 (see instructions)	26a			
b	Applicable percentage multiplied by the smaller of line 24 or line 26a (see instructions)	26b			
c	Subtract line 26a from line 24. If residential rental property or line 24 is not more than line 26a, skip lines 26d and 26e	26c			
d	Additional depreciation after 1969 and before 1976	26d			
e	Enter the smaller of line 26c or 26d	26e			
f	Section 291 amount (corporations only)	26f			
g	Add lines 26b, 26e, and 26f	26g			
27 If section 1252 property: Skip this section if you did not dispose of farmland or if this form is being completed for a partnership (other than an electing large partnership).					
a	Soil, water, and land clearing expenses	27a			
b	Line 27a multiplied by applicable percentage	27b			
c	Enter the smaller of line 24 or 27b	27c			
28 If section 1254 property:					
a	Intangible drilling and development costs, expenditures for development of mines and other natural deposits, and mining exploration costs (see instructions)	28a			
b	Enter the smaller of line 24 or 28a	28b			
29 If section 1255 property:					
a	Applicable percentage of payments excluded from income under section 126 (see instructions)	29a			
b	Enter the smaller of line 24 or 29a (see instructions)	29b			

Summary of Part III Gains. Complete property columns A through D through line 29b before going to line 30.

30	Total gains for all properties. Add property columns A through D, line 24	30	
31	Add property columns A through D, lines 25b, 26g, 27c, 28b, and 29b. Enter here and on line 13	31	
32	Subtract line 31 from line 30. Enter the portion from casualty or theft on Form 4684, line 36. Enter the portion from other than casualty or theft on Form 4797, line 6	32	

Part IV Recapture Amounts Under Sections 179 and 280F(b)(2) When Business Use Drops to 50% or Less (see instructions)

	(a) Section 179	(b) Section 280F(b)(2)
33	Section 179 expense deduction or depreciation allowable in prior years	33
34	Recomputed depreciation (see instructions)	34
35	Recapture amount. Subtract line 34 from line 33. See the instructions for where to report	35

Form **6251**

Department of the Treasury
Internal Revenue Service (99)

Alternative Minimum Tax - Individuals

▶ Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2006

Attachment
Sequence No. **32**

Name(s) shown on Form 1040 or Form 1040NR

Your social security number

SIMON & SHIRLEY BERNSTEIN

371 32 5211

Part I Alternative Minimum Taxable Income

1	If filing Schedule A (Form 1040), enter the amount from Form 1040, line 41 (minus any amount on Form 8914, line 6), and go to line 2. Otherwise, enter the amount from Form 1040, line 38 (minus any amount on Form 8914, line 6), and go to line 7. (If less than zero, enter as a negative amount.)	1	1,174,107.
2	Medical and dental. Enter the smaller of Schedule A (Form 1040), line 4, or 2 1/2% of Form 1040, line 38	2	
3	Taxes from Schedule A (Form 1040), line 9	3	32,646.
4	Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet on page 2 of the instructions	4	
5	Miscellaneous deductions from Schedule A (Form 1040), line 26	5	
6	If Form 1040, line 38, is over \$150,500 (over \$75,250 if married filing separately), enter the amount from line 11 of the Itemized Deductions Worksheet on page A-7 of the instructions for Schedule A (Form 1040)	6	<24,877.>
7	Tax refund from Form 1040, line 10 or line 21	7	
8	Investment interest expense (difference between regular tax and AMT)	8	<480.>
9	Depletion (difference between regular tax and AMT)	9	
10	Net operating loss deduction from Form 1040, line 21. Enter as a positive amount	10	
11	Interest from specified private activity bonds exempt from the regular tax SEE STATEMENT 27	11	480.
12	Qualified small business stock (7% of gain excluded under section 1202)	12	
13	Exercise of incentive stock options (excess of AMT income over regular tax income)	13	
14	Estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	14	
15	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	15	
16	Disposition of property (difference between AMT and regular tax gain or loss)	16	
17	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT) STMT 28	17	<350.>
18	Passive activities (difference between AMT and regular tax income or loss) SEE STATEMENT 26	18	0.
19	Loss limitations (difference between AMT and regular tax income or loss)	19	
20	Circulation costs (difference between regular tax and AMT)	20	
21	Long-term contracts (difference between AMT and regular tax income)	21	
22	Mining costs (difference between regular tax and AMT)	22	
23	Research and experimental costs (difference between regular tax and AMT)	23	
24	Income from certain installment sales before January 1, 1987	24	
25	Intangible drilling costs preference	25	
26	Other adjustments, including income-based related adjustments	26	
27	Alternative tax net operating loss deduction	27	
28	Alternative minimum taxable income. Combine lines 1 through 27. (If married filing separately and line 28 is more than \$200,100, see instructions)	28	1,181,526.

Part II Alternative Minimum Tax

29	Exemption. (If this form is for a child under age 18, see instructions.) IF your filing status is ... AND line 28 is not over ... THEN enter on line 29 ... Single or head of household \$112,500 \$42,500 Married filing jointly or qualifying widow(er) 150,000 62,550 Married filing separately 75,000 31,275 If line 28 is over the amount shown above for your filing status, see instructions.	29	0.
30	Subtract line 29 from line 28. If more than zero or you are filing Form 2555 or 2555-EZ, go to line 31. If zero or less and you are not filing Form 2555 or 2555-EZ, enter -0- on lines 33 and 35 and skip the rest of Part II	30	1,181,526.
31	• If you are filing Form 2555 or 2555-EZ, see page 8 of the instructions for the amount to enter. • If you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b; or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (as refigured for the AMT, if necessary), complete Part III on page 2 and enter the amount from line 55 here. • All others: If line 30 is \$175,000 or less (\$87,500 or less if married filing separately), multiply line 30 by 26% (.26). Otherwise, multiply line 30 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing separately) from the result.	31	308,098.
32	Alternative minimum tax foreign tax credit (see instructions)	32	1,006.
33	Tentative minimum tax. Subtract line 32 from line 31	33	307,092.
34	Tax from Form 1040, line 44 (minus any tax from Form 4972 and any foreign tax credit from Form 1040, line 47). If you used Sch J to figure your tax, the amount for line 44 of Form 1040 must be refigured without using Sch J	34	352,827.
35	Alternative minimum tax. Subtract line 34 from line 33. If zero or less, enter -0-. Enter here and on Form 1040, line 45	35	0.

Part III Tax Computation Using Maximum Capital Gains Rates

36	Enter the amount from Form 6251, line 30	36	1,181,526.
37	Enter the amount from line 6 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 13 of the Schedule D Tax Worksheet on page D-10 of the instructions for Schedule D (Form 1040), whichever applies (as refigured for the AMT, if necessary) (see the instructions)	37	147,924.
38	Enter the amount from Schedule D (Form 1040), line 19 (as refigured for the AMT, if necessary) (see instructions)	38	7.
39	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 37. Otherwise, add lines 37 and 38, and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary)	39	147,931.
40	Enter the smaller of line 36 or line 39	40	147,931.
41	Subtract line 40 from line 36	41	1,033,595.
42	If line 41 is \$175,000 or less (\$87,500 or less if married filing separately), multiply line 41 by 26% (.26). Otherwise, multiply line 41 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing separately) from the result	42	285,907.
43	Enter: <ul style="list-style-type: none"> • \$61,300 if married filing jointly or qualifying widow(er), • \$30,650 if single or married filing separately, or • \$41,050 if head of household. 	43	61,300.
44	Enter the amount from line 7 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 14 of the Schedule D Tax Worksheet on page D-10 of the instructions for Schedule D (Form 1040), whichever applies (as figured for the regular tax). If you did not complete either worksheet for the regular tax, enter -0-	44	1,023,983.
45	Subtract line 44 from line 43. If zero or less, enter -0-	45	0.
46	Enter the smaller of line 36 or line 37	46	147,924.
47	Enter the smaller of line 45 or line 46	47	
48	Multiply line 47 by 5% (.05)	48	
49	Subtract line 47 from line 46	49	147,924.
50	Multiply line 49 by 15% (.15)	50	22,189.
If line 38 is zero or blank, skip lines 51 and 52 and go to line 53. Otherwise, go to line 51.			
51	Subtract line 46 from line 40	51	7.
52	Multiply line 51 by 25% (.25)	52	2.
53	Add lines 42, 48, 50, and 52	53	308,098.
54	If line 36 is \$175,000 or less (\$87,500 or less if married filing separately), multiply line 36 by 26% (.26). Otherwise, multiply line 36 by 28% (.28) and subtract \$3,500 (\$1,750 if married filing separately) from the result	54	327,327.
55	Enter the smaller of line 53 or line 54 here and on line 31	55	308,098.

Form 6251 (2006)