ALTERNATIVE MINIMUM TAX RECONCILIATION REPORT

Name(s): SIMON & SHIRLEY BERNSTEIN

Social Security Number: 371-32-5211

Form Name	Description	Income	Adjustment				
			Form 6251, Line 16	Form 6251, Line 17	Form 6251, Line 18	Form 6251, Line 19	Form 6251 Other Adjustment
K1-	LIC HOLDINGS INC						
	* REGULAR INCOME	488,333.					
	DEPR ADJ	<350.>		<350.>			
	* AMT NET INCOME	487,983.		<350.>			
4797	EVERGREEN PRIVATE INVESTMENTS FUNDS						
	* REGULAR INCOME	254.					
	* AMT NET INCOME	254.					
K1-	EVERGREEN PRIVATE INVESTMENTS FUNDS						
	* REGULAR INCOME	1,506.					
	AMT ADJUSTMENTS	40.			40.		
	* AMT NET INCOME	1,546.			40.		
K1-	EVERGREEN PRIVATE INVESTMENT FUNDS						
	* REGULAR INCOME	<1,760.>					
	AMT ADJUSTMENTS	2.			2.		
	PAL DISALLOWED	<6,374.>			<6,374.>		
	AMT PAL DISALLOWED	6,332.			6,332.		
	* AMT NET INCOME	<1,800.>			<40.>		
	** TOTAL ADJ & PREF **			<350.>	0.		

619911
05-01-06

TS001026

Form **1116**

Department of the Treasury
Internal Revenue Service (99)

ALTERNATIVE MINIMUM TAX
Foreign Tax Credit

(Individual, Estate, or Trust)

▶ Attach to Form 1040, 1040NR, 1041, or 990-T.

OMB No. 1545-0121

2006

Attachment Sequence No. **19**

Name

SIMON & SHIRLEY BERNSTEIN

Identifying number as shown on page 1 of your tax return

371-32-5211

Use a separate Form 1116 for each category of income listed below. See **Categories of Income** on page 3 of the instructions. Check only one box on each Form 1116. Report all amounts in U.S. dollars except where specified in Part II below.

- a [X] Passive income
- b [ ] High withholding tax interest
- c [ ] Financial services income
- d [ ] Shipping income
- e [ ] Dividends from a DISC or former DISC
- f [ ] Certain distributions from a foreign sales corporation (FSC) or former FSC
- g [ ] Lump-sum distributions
- h [ ] Section 901(j) income
- i [ ] Certain income re-sourced by treaty
- j [ ] General limitation income

k Resident of (name of country) ▶ USA

Note: *If you paid taxes to only one foreign country or U.S. possession, use column A in Part I and line A in Part II. If you paid taxes to* **more than one** *foreign country or U.S. possession, use a separate column and line for each country or possession.*

Part I Taxable Income or Loss From Sources Outside the United States (for Category Checked Above)

	Foreign Country or U.S. Possession A	B	C		Total (Add cols. A, B, and C.)
l Enter the name of the foreign country or U.S. possession ▶	VARIOUS				
1a Gross income from sources within country shown above and of the type checked above:	14,385.			1a	14,385.
b Check if line 1a is compensation for personal services as an employee, your total compensation from all sources is $250,000 or more, and you used an alternative basis to determine its source (see instructions) ▶ [ ]					
Deductions and losses (**Caution:** *See pages 13 and 14 of the instructions):*					
2 Expenses **definitely related** to the income on line 1a (attach statement)					
3 Pro rata share of other deductions **not definitely related:**					
a Certain itemized deductions or standard deduction	48.				
b Other deductions (attach statement)					
c Add lines 3a and 3b	48.				
d Gross foreign source income	14,385.				
e Gross income from all sources	1,455,935.				
f Divide line 3d by line 3e	.009880				
g Multiply line 3c by line 3f					
4 Pro rata share of interest expense:					
a Home mortgage interest (use worksheet on page 13 of the instructions)	843.				
b Other interest expense					
5 Losses from foreign sources					
6 Add lines 2, 3g, 4a, 4b, and 5	843.			6	843.
7 Subtract line 6 from line 1a. Enter the result here and on line 14, page 2 ▶				7	13,542.

Part II Foreign Taxes Paid or Accrued

Country	Credit is claimed for taxes (you must check one) (m) [X] Paid (n) [ ] Accrued	Foreign taxes paid or accrued: In foreign currency				In U.S. dollars				
		Taxes withheld at source on:			(s) Other foreign taxes paid or accrued	Taxes withheld at source on:			(w) Other foreign taxes paid or accrued	(x) Total foreign taxes paid or accrued (add cols. (t) through (w))
	(o) Date paid or accrued	(p) Dividends	(q) Rents and royalties	(r) Interest		(t) Dividends	(u) Rents and royalties	(v) Interest		
A	12/31/06					693.			313.	1,006.
B										
C										

8 Add lines A through C, column (x). Enter the total here and on line 9, page 2 ▶ 8 1,006.

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	13,542.	
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	13,542.	
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 29	17	1,112,844.	
	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 .012169
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			19 308,098.
	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 3,749.
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.

Form **4952**

Department of the Treasury
Internal Revenue Service (99)

Investment Interest Expense Deduction

▶ Attach to your tax return.

OMB No. 1545-0191

2006

Attachment Sequence No. **51**

Name(s) shown on return

SIMON & SHIRLEY BERNSTEIN

Identifying number

371-32-5211

Part I Total Investment Interest Expense

1	Investment interest expense paid or accrued in 2006 (see instructions) SEE STATEMENT 30	1	94,355.
2	Disallowed investment interest expense from 2005 Form 4952, line 7	2	9,308.
3	**Total investment interest expense.** Add lines 1 and 2	3	103,663.

Part II Net Investment Income

4a	Gross income from property held for investment (excluding any net gain from the disposition of property held for investment) STMT 31	4a	44,230.		
b	Qualified dividends included on line 4a	4b	14,628.		
c	Subtract line 4b from line 4a			4c	29,602.
d	Net gain from the disposition of property held for investment	4d	164,475.		
e	Enter the **smaller** of line 4d or your net capital gain from the disposition of property held for investment	4e	133,049.		
f	Subtract line 4e from line 4d			4f	31,426.
g	Enter the amount from lines 4b and 4e that you elect to include in investment income (see instructions)			4g	
h	Investment income. Add lines 4c, 4f, and 4g			4h	61,028.
5	Investment expenses (see instructions) SEE STATEMENT 32			5	48.
6	**Net investment income.** Subtract line 5 from line 4h. If zero or less, enter -0-			6	60,980.

Part III Investment Interest Expense Deduction

7	Disallowed investment interest expense to be carried forward to 2007. Subtract line 6 from line 3. If zero or less, enter -0- SEE STATEMENT 33	7	42,683.
8	**Investment interest expense deduction.** Enter the **smaller** of line 3 or 6. See instructions	8	60,980.

Form **4952**

Department of the Treasury
Internal Revenue Service (99)

Investment Interest Expense Deduction

▶ Attach to your tax return.

OMB No. 1545-0191

2006

Attachment Sequence No. **51**

Name(s) shown on return

SIMON & SHIRLEY BERNSTEIN

Identifying number

371-32-5211

Part I Total Investment Interest Expense

1	Investment interest expense paid or accrued in 2006 (see instructions) SEE STATEMENT 34		1	94,355.
2	Disallowed investment interest expense from 2005 Form 4952, line 7		2	9,308.
3	**Total investment interest expense.** Add lines 1 and 2		3	103,663.

Part II Net Investment Income

4a	Gross income from property held for investment (excluding any net gain from the disposition of property held for investment)	4a	44,710.		
b	Qualified dividends included on line 4a	4b	14,628.		
c	Subtract line 4b from line 4a			4c	30,082.
d	Net gain from the disposition of property held for investment	4d	164,475.		
e	Enter the **smaller** of line 4d or your net capital gain from the disposition of property held for investment	4e	133,049.		
f	Subtract line 4e from line 4d			4f	31,426.
g	Enter the amount from lines 4b and 4e that you elect to include in investment income (see instructions)			4g	
h	Investment income. Add lines 4c, 4f, and 4g			4h	61,508.
5	Investment expenses (see instructions)			5	48.
6	**Net investment income.** Subtract line 5 from line 4h. If zero or less, enter -0-			6	61,460.

Part III Investment Interest Expense Deduction

7	Disallowed investment interest expense to be carried forward to 2007. Subtract line 6 from line 3. If zero or less, enter -0-	7	42,203.
8	**Investment interest expense deduction.** Enter the **smaller** of line 3 or 6. See instructions	8	61,460.

REGULAR FORM 4952, LINE 8	60,980.
LESS RECOMPUTED FORM 4952, LINE 8	61,460.
INTEREST ADJUSTMENT - FORM 6251, LINE 8	<480.>

Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization
(Including Information on Listed Property) SUMMARY

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2006

Attachment Sequence No. **67**

Name(s) shown on return	Business or activity to which this form relates	Identifying number
SIMON & SHIRLEY BERNSTEIN	ALL BUSINESS ACTIVITIES	371-32-5211

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	0.
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	0.
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
TOTAL ALLOWABLE PASS-THROUGH SECTION 179 EXPENSE		58,571.

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	58,571.
9	Tentative deduction. Enter the **smaller** of line 5 or line 8		9	58,571.
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	58,571.
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 ▶ ☐		

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						
c	7-year property						
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	
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	

Form **8621** (Rev. December 2004)
Department of the Treasury
Internal Revenue Service

Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund

▶ See separate instructions.

OMB No. 1545-1002

Attachment Sequence No. 69

Name of shareholder	Identifying number (see page 2 of instructions)
SIMON BERNSTEIN	371-32-5211
Number, street, and room or suite no. (If a P.O. box, see page 2 of instructions.) 7020 LIONS HEAD LANE	Shareholder tax year: calendar year 2006 or other tax year beginning , and ending ,
City or town, state, and ZIP code or country BOCA RATON, FL 33496	

Check type of shareholder filing the return: [X] Individual [ ] Corporation [ ] Partnership [ ] S Corporation [ ] Nongrantor Trust [ ] Estate

Name of passive foreign investment company (PFIC) or qualified electing fund (QEF)	Employer identification number (if any)
SEE ATTACHED SCHEDULES	
Address (Enter number, street, city or town, and country.)	Tax year of company or fund: calendar year 2006 or other tax year beginning , and ending ,

Part I Elections (See instructions.)

A [ ] **Election To Treat the PFIC as a QEF.** I, a shareholder of a PFIC, elect to treat the PFIC as a QEF. *Complete lines 1a through 2c of Part II.*

B [ ] **Deemed Sale Election.** I, a shareholder on the first day of a PFIC's first tax year as a QEF, elect to recognize gain on the deemed sale of my interest in the PFIC. *Enter gain or loss on line 10f of Part IV.*

C [ ] **Deemed Dividend Election.** I, a shareholder on the first day of a PFIC's first tax year as a QEF that is a controlled foreign corporation (CFC), elect to treat an amount equal to my share of the post-1986 earnings and profits of the CFC as an excess distribution. *Enter this amount on line 10e of Part IV.*

D [ ] **Election To Extend Time For Payment of Tax.** I, a shareholder of a QEF, elect to extend the time for payment of tax on the undistributed earnings and profits of the QEF until this election is terminated. *Complete lines 3a through 4c of Part II to calculate the tax that may be deferred.* **Note:** *If any portion of line 1a or line 2a of Part II is includible under section 551 or 951, you may* **not** *make this election. Also, see sections 1294(c) and 1294(f) and the related regulations for events that terminate this election.*

E [ ] **Election To Recognize Gain on Deemed Sale of PFIC.** I, a shareholder of a former PFIC or a PFIC to which section 1279(e) applies, elect to treat as an excess distribution the gain recognized on the deemed sale of my interest in the PFIC, or, if I qualify, my share of the PFIC's post-1986 earnings and profits deemed distributed, on the last day of its last tax year as a PFIC under section 1297(a). *Enter gain on line 10f of Part IV.*

F [ ] **Election to Mark-to-Market PFIC Stock.** I, a shareholder of a PFIC, elect to mark-to-market the PFIC stock that is marketable within the meaning of section 1296(e). *Complete Part III.*

Part II Income From a Qualified Electing Fund (QEF).

All QEF shareholders complete lines 1a through 2c. If you are making Election D, also complete lines 3a through 4c. (See page 5 of instructions.)

1 a	Enter your pro rata share of the ordinary earnings of the QEF	1a		
b	Enter the portion of line 1a that is included in income under section 551 or 951 or that may be excluded under section 1293(g)	1b		
c	Subtract line 1b from line 1a. Enter this amount on your tax return as dividend income		1c	
2 a	Enter your pro rata share of the total net capital gain of the QEF	2a		
b	Enter the portion of line 2a that is included in income under section 551 or 951 or that may be excluded under section 1293(g)	2b		
c	Subtract line 2b from line 2a. This amount is a net long-term capital gain. Enter this amount in Part II of the Schedule D used for your income tax return. (See instructions.)		2c	
3 a	Add lines 1c and 2c		3a	
b	Enter the total amount of cash and the fair market value of other property distributed or deemed distributed to you during the tax year of the QEF. (See instructions.)	3b		
c	Enter the portion of line 3a not already included in line 3b that is attributable to shares in the QEF that you disposed of, pledged, or otherwise transferred during the tax year	3c		
d	Add lines 3b and 3c		3d	
e	Subtract line 3d from line 3a, and enter the difference (if zero or less, enter amount in brackets)		3e	
	Important: *If line 3e is greater than zero, and no portion of line 1a or 2a is includible in income under section 551 or 951, you may make Election D with respect to the amount on line 3e.*			
4 a	Enter the total tax for the tax year (See instructions.)	4a		
b	Enter the total tax for the tax year determined without regard to the amount entered on line 3e	4b		
c	Subtract line 4b from line 4a. **This is the deferred tax, the time for payment of which is extended by making Election D. See instructions**		4c	

Part III Gain or (Loss) From Mark-to-Market Election (See page 5 of instructions.)

5	Enter the fair market value of your PFIC stock at the end of the tax year	5	
6	Enter your adjusted basis in the stock at the end of the tax year	6	
7	**Excess.** Subtract line 6 from line 5. If a gain, **stop here.** Include this amount as ordinary income on your tax return. If a loss, go to line 8	7	
8	Enter any unreversed inclusions (as defined in section 1296(d)). See instructions.	8	
9	Enter the smaller of line 7 or line 8. Include this amount as an ordinary loss on your tax return	9	

Part IV Distributions From and Disposition of Stock of a Section 1291 Fund (See page 6 of instructions.)

Complete a **separate** *Part IV for each excess distribution (see instructions).*

10 a	Enter your total distributions from the section 1291 fund during the current tax year with respect to the applicable stock. If the holding period of the stock began in the current tax year, see instructions	10a	
b	Enter the total distributions (reduced by the portions of such distributions that were excess distributions but not included in income under section 1291(a)(1)(B)) made by the fund with respect to the applicable stock for each of the 3 years preceding the current tax year (or if shorter, the portion of the shareholder's holding period before the current tax year)	10b	
c	Divide line 10b by 3. (See instructions if the number of preceding tax years is less than 3.)	10c	
d	Multiply line 10c by 125% (1.25)	10d	
e	Subtract line 10d from line 10a. This amount, if more than zero, is the excess distribution with respect to the applicable stock. If zero or less and you did not dispose of stock during the tax year, **do not** complete the rest of Part IV. See instructions if you received more than one distribution during the current tax year. Also, see instructions for rules for reporting a nonexcess distribution on your income tax return	10e	
f	Enter gain or loss from the disposition of stock of a section 1291 fund or former section 1291 fund. If a gain, complete line 11. If a loss, show it in brackets and **do not** complete line 11	10f	
11 a	Attach a statement for each distribution and disposition. Show your holding period for each share of stock or block of shares held. Allocate the excess distribution to each day in your holding period. Add all amounts that are allocated to days in each tax year.		
b	Enter the total of the amounts determined in line 11a that are allocable to the current tax year and tax years before the foreign corporation became a PFIC (pre-PFIC tax years). Enter these amounts on your income tax return as other income	11b	
c	Enter the aggregate increases in tax (before credits) for each tax year in your holding period (other than the current tax year and pre-PFIC years). (See instructions.)	11c	
d	Foreign tax credit. (See instructions.)	11d	
e	Subtract line 11d from line 11c. Enter this amount on your income tax return as "additional tax." (See instructions.)	11e	
f	Determine interest on each net increase in tax determined on line 11e using the rates and methods of section 6621. Enter the aggregate amount of interest here. (See instructions.)	11f	

Part V Status of Prior Year Section 1294 Elections and Termination of Section 1294 Elections

Complete a separate column for each outstanding election. Complete lines 9 and 10 only if there is a partial termination of the section 1294 election.

	(i)	(ii)	(iii)	(iv)	(v)	(vi)
1 Tax year of outstanding election						
2 Undistributed earnings to which the election relates						
3 Deferred tax						
4 Interest accrued on deferred tax (line 3) as of the filing date						
5 Event terminating election						
6 Earnings distributed or deemed distributed during the tax year						
7 Deferred tax due with this return						
8 Accrued interest due with this return						
9 Deferred tax outstanding after partial termination of election						
10 Interest accrued after partial termination of election						

Form **6781**
Department of the Treasury
Internal Revenue Service

Gains and Losses From Section 1256 Contracts and Straddles

▶ Attach to your tax return.

OMB No. 1545-0644
2006
Attachment Sequence No. **82**

Name(s) shown on tax return: SIMON & SHIRLEY BERNSTEIN

Identifying number: 371-32-5211

Check all applicable boxes (see instructions).
A ☐ Mixed straddle election
B ☐ Straddle-by-straddle identification election
C ☐ Mixed straddle account election
D ☐ Net section 1256 contracts loss election

Part I Section 1256 Contracts Marked to Market

	(a) Identification of account	(b) (Loss)	(c) Gain
1	SEE STATEMENT 35		
2	Add the amounts on line 1 in columns (b) and (c)	2 (982.)	
3	Net gain or (loss). Combine line 2, columns (b) and (c)	3	<982.>
4	Form 1099-B adjustments. See instructions and attach schedule	4	
5	Combine lines 3 and 4	5	<982.>
	Note: *If line 5 shows a net gain, skip line 6 and enter the gain on line 7. Partnerships and S corporations, see instructions.*		
6	If you have a net section 1256 contracts loss and checked box D above, enter the amount of loss to be carried back. Enter the loss as a positive number	6	
7	Combine lines 5 and 6	7	<982.>
8	**Short-term capital gain or (loss).** Multiply line 7 by 40% (.40). Enter here and include on the appropriate line of Schedule D (see instructions)	8	<393.>
9	**Long-term capital gain or (loss).** Multiply line 7 by 60% (.60). Enter here and include on the appropriate line of Schedule D (see instructions)	9	<589.>

Part II Gains and Losses From Straddles. Attach a separate schedule listing each straddle and its components.

Section A - Losses From Straddles

	(a) Description of property	(b) Date entered into or acquired / (c) Date closed out or sold (Mo. Day Yr.)	(d) Gross sales price	(e) Cost or other basis plus expense of sale	(f) Loss. If column (e) is more than (d), enter difference. Otherwise, enter -0-	(g) Unrecognized gain on offsetting positions	(h) Recognized loss. If column (f) is more than (g), enter difference. Otherwise, enter -0-
10							

11a	Enter the short-term portion of losses from line 10, column (h), here and include on the appropriate line of Schedule D (see instructions)	11a	( )
b	Enter the long-term portion of losses from line 10, column (h), here and include on the appropriate line of Schedule D (see instructions)	11b	( )

Section B - Gains From Straddles

	(a) Description of property	(b) Date entered into or acquired / (c) Date closed out or sold (Mo. Day Yr.)	(d) Gross sales price	(e) Cost or other basis plus expense of sale	(f) Gain. If column (d) is more than (e), enter difference. Otherwise, enter -0-
12					

13a	Enter the short-term portion of gains from line 12, column (f), here and include on the appropriate line of Schedule D	13a	
b	Enter the long-term portion of gains from line 12, column (f), here and include on the appropriate line of Schedule D	13b	

Part III Unrecognized Gains From Positions Held on Last Day of Tax Year. Memo Entry Only (see instructions)

	(a) Description of property	(b) Date acquired (Mo. Day Yr.)	(c) Fair market value on last business day of tax year	(d) Cost or other basis as adjusted	(e) Unrecognized gain. If column (c) is more than (d), enter difference. Otherwise, enter -0-
14					

Form **8582**

Department of the Treasury
Internal Revenue Service (99)

Passive Activity Loss Limitations

▶ See separate instructions.
▶ Attach to Form 1040 or Form 1041.

OMB No. 1545-1008

2006

Attachment Sequence No. **88**

Name(s) shown on return

SIMON & SHIRLEY BERNSTEIN

Identifying number

371-32-5211

Part I 2006 Passive Activity Loss **Caution:** *Complete Worksheets 1, 2, and 3 on page 2 before completing Part I.*

Rental Real Estate Activities With Active Participation (For the definition of active participation see **Special Allowance for Rental Real Estate Activities** on page 3 of the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))	1a		
b	Activities with net loss (enter the amount from Worksheet 1, column (b))	1b		
c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))	1c		
d	Combine lines 1a, 1b, and 1c		1d	

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)	2a		
b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b		
c	Add lines 2a and 2b		2c	

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a	1,760.	
b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b	<8,134.>	
c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c		
d	Combine lines 3a, 3b, and 3c		3d	<6,374.>
4	Combine lines 1d, 2c, and 3d. If the result is net income or zero, all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. **Do not** complete Form 8582. Report the losses on the forms and schedules normally used		4	<6,374.>

If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
- Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
- Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: *If your filing status is married filing separately and you lived with your spouse at any time during the year,* **do not** *complete Part II or Part III. Instead, go to line 15.*

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: *Enter all numbers in Part II as positive amounts. See page 8 of the instructions for an example.*

5	Enter the **smaller** of the loss on line 1d or the loss on line 4		5	
6	Enter $150,000. If married filing separately, see the instructions	6		
7	Enter modified adjusted gross income, but not less than zero (see the instr.)	7		
	Note: *If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.*			
8	Subtract line 7 from line 6	8		
9	Multiply line 8 by 50% (.5). **Do not** enter more than $25,000. If married filing separately, see the instructions		9	
10	Enter the **smaller** of line 5 or line 9		10	

If line 2c is a loss, go to Part III. Otherwise, go to line 15.

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: *Enter all numbers in Part III as positive amounts. See the example for Part II on page 8 of the instructions.*

11	Enter $25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions	11	
12	Enter the loss from line 4	12	
13	Reduce line 12 by the amount on line 10	13	
14	Enter the **smallest** of line 2c (treated as a positive amount), line 11, or line 13	14	

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total	15	1,760.
16	**Total losses allowed from all passive activities for 2006.** Add lines 10, 14, and 15. See the instructions to find out how to report the losses on your tax return SEE STATEMENT 39	16	1,760.

Caution: *The worksheets must be filed with your tax return. Keep a copy for your records.*

Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 1a)	(b) Net loss (line 1b)	(c) Unallowed loss (line 1c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 1a, 1b, and 1c ▶					

Worksheet 2 - For Form 8582, Lines 2a and 2b (See instructions.)

Name of activity	(a) Current year deductions (line 2a)	(b) Prior year unallowed deductions (line 2b)	(c) Overall loss
Total. Enter on Form 8582, lines 2a and 2b ▶			

Worksheet 3 - For Form 8582, Lines 3a, 3b, and 3c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 3				
Total. Enter on Form 8582, lines 3a, 3b, and 3c ▶	1,760.	<8,134.>			

Worksheet 4 - Use this worksheet if an amount is shown on Form 8582, line 10 or 14 (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subtract column (c) from column (a)
Total ▶					

Worksheet 5 - Allocation of Unallowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
	SEE ATTACHED	STATEMENT FOR WORKSHEET	5	
Total ▶		8,134.	1.000000000	6,374.

Worksheet 6 - Allowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Unallowed loss	(c) Allowed loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 6			
Total ▶		8,134.	6,374.	1,760.

Worksheet 7 - Activities With Losses Reported on Two or More Forms or Schedules (See instructions.)

Name of Activity:	(a)	(b)	(c) Ratio	(d) Unallowed loss	(e) Allowed loss
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Total ▶					

ALTERNATIVE MINIMUM TAX

Form **8582**

Department of the Treasury
Internal Revenue Service (99)

Passive Activity Loss Limitations

▶ See separate instructions.
▶ Attach to Form 1040 or Form 1041.

OMB No. 1545-1008

2006

Attachment Sequence No. 88

Name(s) shown on return

SIMON & SHIRLEY BERNSTEIN

Identifying number

371-32-5211

Part I 2006 Passive Activity Loss **Caution:** *Complete Worksheets 1, 2, and 3 on page 2 before completing Part I.*

Rental Real Estate Activities With Active Participation (For the definition of active participation see **Special Allowance for Rental Real Estate Activities** on page 3 of the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))	1a		
b	Activities with net loss (enter the amount from Worksheet 1, column (b))	1b		
c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))	1c		
d	Combine lines 1a, 1b, and 1c		1d	

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)	2a		
b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b		
c	Add lines 2a and 2b		2c	

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a	1,800.	
b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b	<8,132.>	
c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c		
d	Combine lines 3a, 3b, and 3c		3d	<6,332.>
4	Combine lines 1d, 2c, and 3d. If the result is net income or zero, all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. **Do not** complete Form 8582. Report the losses on the forms and schedules normally used		4	<6,332.>

If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
- Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
- Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: *If your filing status is married filing separately and you lived with your spouse at any time during the year,* **do not** *complete Part II or Part III. Instead, go to line 15.*

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: *Enter all numbers in Part II as positive amounts. See page 8 of the instructions for an example.*

5	Enter the **smaller** of the loss on line 1d or the loss on line 4		5	
6	Enter $150,000. If married filing separately, see the instructions	6		
7	Enter modified adjusted gross income, but not less than zero (see the instr.)	7		
	Note: *If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.*			
8	Subtract line 7 from line 6	8		
9	Multiply line 8 by 50% (.5). **Do not** enter more than $25,000. If married filing separately, see the instructions		9	
10	Enter the **smaller** of line 5 or line 9		10	

If line 2c is a loss, go to Part III. Otherwise, go to line 15.

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: *Enter all numbers in Part III as positive amounts. See the example for Part II on page 8 of the instructions.*

11	Enter $25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions	11	
12	Enter the loss from line 4	12	
13	Reduce line 12 by the amount on line 10	13	
14	Enter the **smallest** of line 2c (treated as a positive amount), line 11, or line 13	14	

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total	15	1,800.
16	**Total losses allowed from all passive activities for 2006.** Add lines 10, 14, and 15. See the instructions to find out how to report the losses on your tax return SEE STATEMENT 43	16	1,800.

Caution: *The worksheets must be filed with your tax return. Keep a copy for your records.*

Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 1a)	(b) Net loss (line 1b)	(c) Unallowed loss (line 1c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 1a, 1b, and 1c ▶					

Worksheet 2 - For Form 8582, Lines 2a and 2b (See instructions.)

Name of activity	(a) Current year deductions (line 2a)	(b) Prior year unallowed deductions (line 2b)	(c) Overall loss
Total. Enter on Form 8582, lines 2a and 2b ▶			

Worksheet 3 - For Form 8582, Lines 3a, 3b, and 3c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 3				
Total. Enter on Form 8582, lines 3a, 3b, and 3c ▶	1,800.	<8,132.>			

Worksheet 4 - Use this worksheet if an amount is shown on Form 8582, line 10 or 14 (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subtract column (c) from column (a)
Total ▶					

Worksheet 5 - Allocation of Unallowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
	SEE ATTACHED	STATEMENT FOR WORKSHEET	5	
Total ▶		8,132.	1.000000000	6,332.

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Worksheet 6 - Allowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Unallowed loss	(c) Allowed loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 6			
Total ▶		8,132.	6,332.	1,800.

Worksheet 7 - Activities With Losses Reported on Two or More Forms or Schedules (See instructions.)

Name of Activity:	(a)	(b)	(c) Ratio	(d) Unallowed loss	(e) Allowed loss
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Total ▶					

Form **8283**
(Rev. December 2006)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

▶ Attach to your tax return if you claimed a total deduction of over $500 for all contributed property.
▶ See separate instructions.

OMB. No. 1545-0908
Attachment Sequence No. **155**

Name(s) shown on your income tax return: SIMON & SHIRLEY BERNSTEIN
Identifying number: 371-32-5211

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Certain Publicly Traded Securities - List in this section **only** items (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also, list certain publicly traded securities even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property** - If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) Description of donated property (For a donated vehicle, enter the year, make, model, condition, and mileage, and attach Form 1098-C if required.)
A	FLORIDA BREAST CANCER RESOURCE NETWORK 2235L SPRING HARBOR DR, DELRAY BEACH, FL	CLOTHING, FURNITURE, BEDDING
B	FLORIDA BREAST CANCER RESOURCE NETWORK 2235L SPRING HARBOR DR, DELRAY BEACH, FL	FURNITURE
C	FAITH FARM MINISTRIES 1980 NW 9TH AVE,FT LAUDERDALE, FL	BOX SPRING & MATTRESS
D		
E		

Note. If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (d), (e), and (f).

	(c) Date of the contribution	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) Fair market value (see instructions)	(h) Method used to determine the fair market value
A	08/01/06	VAR.	PURCHASE	25,000.	4,995.	THRIFT SHOP VALUE
B	11/01/06	VAR.	PURCHASE	15,000.	4,995.	THRIFT SHOP VALUE
C	11/07/06	VAR.	PURCHASE	2,000.	500.	THRIFT SHOP VALUE
D						
E						

Part II **Partial Interests and Restricted Use Property** - Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2 a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____.
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: (1) For this tax year ▶ _____.
(2) For any prior tax years ▶ _____.

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ▶ _____

e Name of any person, other than the donee organization, having actual possession of the property ▶ _____

		Yes	No
3 a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Form 1116	U.S. and Foreign Source Income Summary		
NAME			
SIMON & SHIRLEY BERNSTEIN			371-32-5211
INCOME TYPE	TOTAL	U.S.	FOREIGN PASSIVE
Compensation	200,000.	200,000.	
Dividends/Distributions	24,721.	24,721.	
Interest	19,508.	19,508.	
Capital Gains	190,711.	190,711.	
Business/Profession			
Rent/Royalty	1.		1.
State/Local Refunds			
Partnership/S Corporation	989,756.	984,035.	5,721.
Trust/Estate			
Other Income	30,757.	22,094.	8,663.
Gross Income	1,455,454.	1,441,069.	14,385.
Less:			
Section 911 Exclusion			
Capital Losses	25,982.	25,982.	
Capital Gains Tax Adjustment			
Total Income - Form 1116	1,429,472.	1,415,087.	14,385.
Deductions:			
Business/Profession Expenses	51.	51.	
Rent/Royalty Expenses			
Partnership/S Corporation Losses	35,064.	35,064.	
Trust/Estate Losses			
Capital Losses			
Non-capital Losses			
Individual Retirement Account			
Moving Expenses			
Self-employment Tax Deduction			
Self-employment Health Insurance			
Keogh Contributions			
Alimony			
Forfeited Interest			
Foreign Housing Deduction			
Other Adjustments			
Capital Gains Tax Adjustment			
Total Deductions	35,115.	35,115.	
Adjusted Gross Income	1,394,357.	1,379,972.	14,385.
Less Itemized Deductions:			
Specifically Allocated	57,226.	57,226.	
Home Mortgage Interest	73,766.	73,037.	729.
Other Interest	60,980.	60,980.	
Ratably Allocated	28,278.	27,999.	279.
Total Adjustments to Adjusted Gross Income	220,250.	219,242.	1,008.
Taxable Income Before Exemptions	1,174,107.	1,160,730.	13,377.

Form 1116 **Allocation of Itemized Deductions**

NAME

SIMON & SHIRLEY BERNSTEIN 371-32-5211

	Total Itemized Deductions	Itemized Deductions After Sec. 68 Reduction	Form 1116		
			Specifically U.S.	Specifically Foreign	Ratable
Taxes	32,646.	28,236.			28,236.
Interest - Not Including Investment Interest	85,288.	73,766.	73,037.	729.	
Contributions	66,165.	57,226.	57,226.		
Miscellaneous Deductions Subject to 2%					
Other Miscellaneous Deductions - Not Including Gambling Losses	48.	42.			42.
Foreign Adjustment					
Total Itemized Deductions Subject to Sec. 68	184,147.	159,270.			
Add Itemized Deductions Not Subject to Sec. 68:					
Medical/Dental					
Investment Interest	60,980.	60,980.	60,980.		
Post Aug. 27 Contributions					
Casualty Losses					
Gambling Losses					
Foreign Adjustment					
Total Itemized Deductions	245,127.				
Total Allowed on Schedule A		220,250.	191,243.	729.	28,278.

627871
05-01-06

Form 1116 **Foreign Tax Credit Carryover Statement (Page 1 of 2)**

NAME

SIMON & SHIRLEY BERNSTEIN 371-32-5211

Foreign Income Category PASSIVE INCOME

Regular	2003	2004	2005	2006
1. Foreign tax paid/accrued				1,006.
2. FTC carryback to 2006 for amended returns				
3. Reduction allocated to excluded income				
4. Foreign tax available				1,006.
5. Maximum credit allowable				4,344.
6. Unused foreign tax (+) or excess of limit (-)			<2,136.>	<3,338.>
7. Foreign tax carryback				
8. Foreign tax carryforward				
9. Less treaty adjustment				
10. Foreign tax or excess limit remaining			<2,136.>	<3,338.>
Total foreign taxes from all available years to be carried to next year				

	1999	2000	2001	2002
1. Foreign tax paid/accrued				
2. FTC carryback to 2006 for amended returns				
3. Reduction allocated to excluded income				
4. Foreign tax available				
5. Maximum credit allowable				
6. Unused foreign tax (+) or excess of limit (-)				
7. Foreign tax carryback				
8. Foreign tax carryforward				
9. Less treaty adjustment				
10. Foreign tax or excess limit remaining				

Form 1116 **Foreign Tax Credit Carryover Statement (Page 2 of 2)**

NAME

SIMON & SHIRLEY BERNSTEIN 371-32-5211

Foreign Income Category PASSIVE INCOME

Alternative Minimum Tax

	2003	2004	2005	2006
1. Foreign tax paid/accrued				1,006.
2. FTC carryback to 2006 for amended returns				
3. Reduction allocated to excluded income				
4. Foreign tax available				1,006.
5. Maximum credit allowable				3,749.
6. Unused foreign tax (+) or excess of limit (-)			<7,590.>	<2,743.>
7. Foreign tax carryback				
8. Foreign tax carryforward				
9. Less treaty adjustment				
10. Foreign tax or excess limit remaining			<7,590.>	<2,743.>
Total foreign taxes from all available years to be carried to next year				

	1999	2000	2001	2002
1. Foreign tax paid/accrued				
2. FTC carryback to 2006 for amended returns				
3. Reduction allocated to excluded income				
4. Foreign tax available				
5. Maximum credit allowable				
6. Unused foreign tax (+) or excess of limit (-)				
7. Foreign tax carryback				
8. Foreign tax carryforward				
9. Less treaty adjustment				
10. Foreign tax or excess limit remaining				

TABLE 1 (Keep for your records.)

Part I Qualified Loan Limit

1	Enter the average balance of all your grandfathered debt. See line 1 instructions	1	
2	Enter the average balance of all your home acquisition debt. See line 2 instructions	2	1,800,000.
3	Enter $1,000,000 ($500,000 if married filing separately)	3	1,000,000.
4	Enter the **larger of** the amount on line 1 or the amount on line 3	4	1,000,000.
5	Add the amounts on lines 1 and 2. Enter the total here	5	1,800,000.
6	Enter the **smaller of** the amount on line 4 or the amount on line 5	6	1,000,000.
7	Enter $100,000 ($50,000 if married filing separately). See line 7 instructions for a limit that may apply	7	100,000.
8	Add the amounts on lines 6 and 7. Enter the total. This is your qualified loan limit	8	1,100,000.

Part II Deductible Home Mortgage Interest

9	Enter the total of the average balances of **all** mortgages on all qualified homes. See line 9 instructions	9	1,800,000.
	• If line 8 is less than line 9, GO ON to line 10. • If line 8 is equal to or more than line 9, STOP HERE. All of your interest on all the mortgages included on line 9 is deductible as home mortgage interest on Schedule A (Form 1040).		
10	Enter the total amount of interest that you paid. See line 10 instructions	10	136,668.
11	Divide the amount on line 8 by the amount on line 9. Enter the result as a decimal amount (rounded to three places)	11	x .611
12	Multiply the amount on line 10 by the decimal amount on line 11. Enter the result. This is your **deductible home mortgage interest.** Enter this amount on Schedule A (Form 1040)	12	83,504.
13	Subtract the amount on line 12 from the amount on line 10. Enter the result. This is **not home mortgage interest.** See line 13 instructions	13	53,164.

619581
05-01-06

FORM 1040 SOCIAL SECURITY BENEFITS WORKSHEET STATEMENT 1

CHECK ONLY ONE BOX:
A. SINGLE, HEAD OF HOUSEHOLD, OR QUALIFYING WIDOW(ER)
X B. MARRIED FILING JOINTLY
C. MARRIED FILING SEPARATELY AND LIVED WITH YOUR SPOUSE AT ANY TIME DURING 2006
D. MARRIED FILING SEPARATELY AND LIVED APART FROM YOUR SPOUSE FOR ALL OF 2006

1.	ENTER THE TOTAL AMOUNT FROM BOX 5 OF ALL YOUR FORMS SSA-1099 AND RRB-1099. ALSO, ENTER THIS AMOUNT ON FORM 1040, LINE 20A.	36,185.
2.	ENTER ONE HALF OF LINE 1	18,093.
3.	ADD THE AMOUNTS ON FORM 1040, LINE 7, 8B, 9A, 10 THRU 14, 15B, 16B, 17 THRU 19, 21 AND SCHEDULE B, LINE 2. DO NOT INCLUDE ANY AMOUNTS FROM BOX 5 OF FORMS SSA-1099 OR RRB-1099	1,382,899.
4.	ENTER THE AMOUNT OF ANY EXCLUSIONS FROM FOREIGN EARNED INCOME, FOREIGN HOUSING, INCOME FROM U.S. POSSESSIONS, OR INCOME FROM PUERTO RICO BY BONA FIDE RESIDENTS OF PUERTO RICO THAT YOU CLAIMED	
5.	ADD LINES 2, 3, AND 4.	1,400,992.
6.	ADD THE AMOUNTS ON FORM 1040, LINES 23 THROUGH LINE 32, LINE 34, AND ANY WRITE-IN ADJUSTMENTS YOU ENTERED ON THE DOTTED LINE NEXT TO LINE 36.	0.
7.	SUBTRACT LINE 6 FROM LINE 5	1,400,992.
8.	ENTER: $25,000 IF YOU CHECKED BOX A OR D, OR $32,000 IF YOU CHECKED BOX B, OR $-0- IF YOU CHECKED BOX C.	32,000.
9.	IS THE AMOUNT ON LINE 8 LESS THAN THE AMOUNT ON LINE 7? [ ] NO. STOP. NONE OF YOUR SOCIAL SECURITY BENEFITS ARE TAXABLE. ENTER -0- ON FORM 1040, LINE 20B. IF YOU ARE MARRIED FILING SEPARATELY AND YOU LIVED APART FROM YOUR SPOUSE FOR ALL OF 2006, BE SURE YOU ENTERED 'D' TO THE RIGHT OF THE WORD "BENEFITS" ON LINE 20A. [X] YES. SUBTRACT LINE 8 FROM LINE 7	1,368,992.
10.	ENTER $9,000 IF YOU CHECKED BOX A OR D, $12,000 IF YOU CHECKED BOX B $-0- IF YOU CHECKED BOX C	12,000.
11.	SUBTRACT LINE 10 FROM LINE 9. IF ZERO OR LESS, ENTER -0-.	1,356,992.
12.	ENTER THE SMALLER OF LINE 9 OR LINE 10	12,000.
13.	ENTER ONE HALF OF LINE 12.	6,000.
14.	ENTER THE SMALLER OF LINE 2 OR LINE 13	6,000.
15.	MULTIPLY LINE 11 BY 85% (.85). IF LINE 11 IS ZERO, ENTER -0-	1,153,443.
16.	ADD LINES 14 AND 15.	1,159,443.
17.	MULTIPLY LINE 1 BY 85% (.85)	30,757.
18.	TAXABLE BENEFITS. ENTER THE SMALLER OF LINE 16 OR LINE 17 * ALSO ENTER THIS AMOUNT ON FORM 1040, LINE 20B	30,757.

FORM 1040 PERSONAL EXEMPTION WORKSHEET STATEMENT 2

1.	IS THE AMOUNT ON FORM 1040, LINE 38, MORE THAN THE AMOUNT SHOWN ON LINE 4 BELOW FOR YOUR FILING STATUS? NO. STOP. MULTIPLY $3,300 BY THE TOTAL NUMBER OF EXEMPTIONS CLAIMED ON FORM 1040, LINE 6D, AND ENTER THE RESULT ON LINE 42. YES. CONTINUE		
2.	MULTIPLY $3,300 BY THE TOTAL NUMBER OF EXEMPTIONS CLAIMED ON FORM 1040, LINE 6D		6,600.
3.	ENTER THE AMOUNT FROM FORM 1040, LINE 38 . .	1,394,357.	
4.	ENTER THE AMOUNT FOR YOUR FILING STATUS . .	225,750.	
	SINGLE $150,500 MARRIED FILING JOINTLY OR WIDOW(ER) $225,750 MARRIED FILING SEPARATELY $112,875 HEAD OF HOUSEHOLD $188,150		
5.	SUBTRACT LINE 4 FROM LINE 3	1,168,607.	
6.	IS LINE 5 MORE THAN $122,500 ($61,250 IF MARRIED FILING SEPARATELY)? [X] YES. MULTIPLY $1,100 BY THE TOTAL NUMBER OF EXEMPTIONS CLAIMED ON FORM 1040, LINE 6D. ENTER THE RESULT HERE AND ON FORM 1040, LINE 42. DO NOT COMPLETE THE REST OF THIS WORKSHEET. [ ] NO. DIVIDE LINE 5 BY $2,500 ($1,250 IF MARRIED FILING SEPARATELY). IF THE RESULT IS NOT A WHOLE NUMBER, INCREASE IT TO THE NEXT WHOLE NUMBER (FOR EXAMPLE, INCREASE 0.0004 TO 1)	2,200.	
7.	MULTIPLY LINE 6 BY 2% (.02) AND ENTER THE RESULT AS A DECIMAL		
8.	MULTIPLY LINE 2 BY LINE 7		
9.	DIVIDE LINE 8 BY 1.5		
10.	SUBTRACT LINE 9 FROM LINE 2. TOTAL TO FORM 1040, LINE 42.		

FORM 1040 TAX-EXEMPT INTEREST STATEMENT 3

NAME OF PAYER	AMOUNT
PERSHING LLC (17)	1,266.
WACHOVIA BANK NA	17,898.
FROM K-1 - EVERGREEN PRIVATE INVESTMENTS FUNDS	133.
FROM K-1 - EVERGREEN PRIVATE INVESTMENT FUNDS	2.
TOTAL TO FORM 1040, LINE 8B	19,299.

FORM 1040 WAGES RECEIVED AND TAXES WITHHELD STATEMENT 4

T S	EMPLOYER'S NAME	AMOUNT PAID	FEDERAL TAX WITHHELD	STATE TAX WITHHELD	CITY SDI TAX W/H	FICA TAX	MEDICARE TAX
T	ARBITRAGE INTERNATIONAL HOLDINGS	200,000.	51,981.			5,840.	2,900.
TOTALS		200,000.	51,981.			5,840.	2,900.

FORM 1040 QUALIFIED DIVIDENDS STATEMENT 5

NAME OF PAYER	ORDINARY DIVIDENDS	QUALIFIED DIVIDENDS
WACHOVIA BANK NA (1773)	19,161.	10,822.
PERSHING LLC (17)	5,325.	3,572.
PERSHING LLC (213)	92.	92.
PERSHING LLC (221)	140.	140.
FROM K-1 - EVERGREEN PRIVATE INVESTMENTS FUNDS	3.	2.
TOTAL INCLUDED IN FORM 1040, LINE 9B		14,628.

FORM 1040 FEDERAL INCOME TAX WITHHELD STATEMENT 6

T S	DESCRIPTION	AMOUNT
T	ARBITRAGE INTERNATIONAL HOLDINGS	51,981.
T	EVERGREEN PRIVATE INVESTMENTS FUNDS	10.
TOTAL TO FORM 1040, LINE 64		51,991.

FORM 1040 LATE PAYMENT INTEREST STATEMENT 7

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/07	300,796.	300,796.	.0800	183	12,309.
DATE FILED	10/15/07		313,105.			
TOTAL LATE PAYMENT INTEREST						12,309.

FORM 1040 LATE PAYMENT PENALTY STATEMENT 8

DESCRIPTION	DATE	AMOUNT	BALANCE	MONTHS	PENALTY
TAX DUE	04/15/07	300,796.	300,796.	6	9,024.
DATE FILED	10/15/07				
TOTAL LATE PAYMENT PENALTY					9,024.

SCHEDULE A POINTS NOT REPORTED ON FORM 1098 STATEMENT 9

DESCRIPTION	DATE RE-FINANCED	TOTAL POINTS	AMORT. PERIOD /MOS.	AMORTIZATION THIS YEAR
WELLS FARGO	01/01/01	26,759.	180	1,784.
TOTAL TO SCHEDULE A, LINE 12				1,784.

SCHEDULE A CASH CONTRIBUTIONS STATEMENT 10

DESCRIPTION	AMOUNT 50% LIMIT	AMOUNT 30% LIMIT
BOCA RATON COMMUNITY HOSPITAL	10,000.	
VARIOUS ORGANIZED CHARITIES	30,500.	
AMERICAN HERITAGE	1,535.	
CANCER SOCIETY	7,000.	
AVON BREAST CANCER WALK	5,000.	
FROM K-1 - ARBITRAGE INTERNATIONAL MARKETING	1,640.	
SUBTOTALS	55,675.	
TOTAL TO SCHEDULE A, LINE 15		55,675.

SCHEDULE A — MORTGAGE INTEREST AND POINTS REPORTED ON FORM 1098 — STATEMENT 11

DESCRIPTION	AMOUNT
HOME MORTGAGE INTEREST	83,504.
TOTAL TO SCHEDULE A, LINE 10	83,504.

SCHEDULE A — INVESTMENT INTEREST — STATEMENT 12

DESCRIPTION	AMOUNT
WELLS FARGO BANK	46,289.
DISALLOWED INVESTMENT INTEREST PRIOR YEARS	9,308.
WACHOVIA BANK	33,383.
FROM K-1 - EVERGREEN PRIVATE INVESTMENTS FUNDS	9,498.
FROM K-1 - EVERGREEN PRIVATE INVESTMENT FUNDS	5,185.
DISALLOWED INVESTMENT INTEREST	<33,375.>
DISALLOWED INVESTMENT INTEREST C/O	<9,308.>
TOTAL TO SCHEDULE A, LINE 13	60,980.

SCHEDULE A — MEDICAL AND DENTAL EXPENSES — STATEMENT 13

DESCRIPTION	AMOUNT
MEDICARE PREMIUMS WITHHELD	1,879.
MEDICARE PREMIUMS WITHHELD	1,062.
TOTAL TO SCHEDULE A, LINE 1	2,941.

SCHEDULE A	ITEMIZED DEDUCTIONS WORKSHEET	STATEMENT 14
1.	ENTER THE TOTAL OF THE AMOUNTS FROM SCHEDULE A, LINES 4, 9, 14, 18, 19, 26, AND 27	245,127.
2.	ENTER THE TOTAL OF THE AMOUNTS FROM SCHEDULE A, LINES 4, 13, AND 19, PLUS ANY GAMBLING AND CASUALTY OR THEFT LOSSES INCLUDED ON LINE 27	60,980.
3.	IS THE AMOUNT ON LINE 2 LESS THAN THE AMOUNT ON LINE 1? IF NO, YOUR DEDUCTION IS NOT LIMITED. ENTER THE AMOUNT FROM LINE 1 ABOVE ON SCHEDULE A, LINE 28. IF YES, SUBTRACT LINE 2 FROM LINE 1	184,147.
4.	MULTIPLY LINE 3 BY 80% (.80) 147,318.	
5.	ENTER THE AMOUNT FROM FORM 1040, LINE 38 1,394,357.	
6.	ENTER: $150,500 ($75,250 IF MARRIED FILING SEPARATELY) 150,500.	
7.	IS THE AMOUNT ON LINE 6 LESS THAN THE AMOUNT ON LINE 5? IF NO, YOUR DEDUCTION IS NOT LIMITED. ENTER THE AMOUNT FROM LINE 1 ABOVE ON SCHEDULE A, LINE 28. IF YES, SUBTRACT LINE 6 FROM LINE 5 1,243,857.	
8.	MULTIPLY LINE 7 BY 3% (.03) 37,316.	
9.	ENTER THE SMALLER OF LINE 4 OR LINE 8	37,316.
10.	DIVIDE LINE 9 BY 3.	12,439.
11.	SUBTRACT LINE 10 FROM LINE 9.	24,877.
12.	TOTAL ITEMIZED DEDUCTIONS. SUBTRACT LINE 11 FROM LINE 1. ENTER THE RESULT HERE AND ON SCHEDULE A, LINE 28	220,250.

SCHEDULE A	STATE AND LOCAL GENERAL SALES TAXES	STATEMENT 15
DESCRIPTION		AMOUNT
STATE SALES TAX		1,973.
LOCAL SALES TAX		164.
TOTAL TO SCHEDULE A, LINE 5		2,137.

SCHEDULE A GENERAL SALES TAX DEDUCTION WORKSHEET STATEMENT 16

1	ENTER YOUR STATE GENERAL SALES TAXES FROM THE APPLICABLE TABLE. FLORIDA		1,973.
	IF, FOR ALL OF 2006, YOU LIVED ONLY IN CONNECTICUT, THE DISTRICT OF COLUMBIA, HAWAII, INDIANA, KENTUCKY, MAINE, MARYLAND, MASSACHUSETTS, MICHIGAN, MISSISSIPPI, NEW JERSEY, RHODE ISLAND, VIRGINIA, OR WEST VIRGINIA, SKIP LINES 2 THROUGH 5, ENTER -0- ON LINE 6, AND GO TO LINE 7. OTHERWISE, GO TO LINE 2.		
2	DID YOU LIVE IN ALASKA, ARIZONA, ARKANSAS (TEXARKANA ONLY), CALIFORNIA (LOS ANGELES COUNTY ONLY), COLORADO, GEORGIA, ILLINOIS, LOUISIANA, NEW YORK STATE, OR NORTH CAROLINA IN 2006? IF NO, ENTER -0-. IF YES, ENTER YOUR LOCAL GENERAL SALES TAXES FROM THE APPLICABLE TABLE.	0.	
3	DID YOUR LOCALITY IMPOSE A LOCAL GENERAL SALES TAX IN 2006? RESIDENTS OF CALIFORNIA, NEVADA AND TEXARKANA, ARKANSAS, SEE INSTRUCTIONS. IF NO, SKIP LINES 3 THROUGH 5, ENTER -0- ON LINE 6 AND GO TO LINE 7. IF YES, ENTER YOUR LOCAL GENERAL SALES TAX RATE, BUT OMIT PERCENTAGES. BOCA RATON	.5000	
4	DID YOU ENTER -0- ON LINE 2 ABOVE? IF NO, SKIP LINES 4 AND 5 AND GO TO LINE 6. IF YES, ENTER YOUR STATE GENERAL SALES TAX RATE, BUT OMIT PERCENTAGES.	6.0000	
5	DIVIDE LINE 3 BY LINE 4. ENTER THE RESULT AS A DECIMAL (ROUNDED TO AT LEAST THREE PLACES).	.0830	
6	DID YOU ENTER -0- ON LINE 2 ABOVE? IF NO, MULTIPLY LINE 2 BY LINE 3. IF YES, MULTIPLY LINE 1 BY LINE 5.		164.
6A	ADD LINE 1 AND LINE 6.		2,137.
6B	PART-YEAR DAYS RATE.		1.000000
6C	MULTIPLY LINE 6A BY LINE 6B.		2,137.
7	ENTER YOUR GENERAL SALES TAXES PAID ON SPECIFIED ITEMS, IF ANY.		
8	DEDUCTION FOR GENERAL SALES TAXES. ADD LINES 6C AND 7. ENTER THE RESULT HERE AND ON SCHEDULE A, LINE 5. BE SURE TO ENTER "ST" ON THE DOTTED LINE TO THE LEFT OF THE ENTRY SPACE.		2,137.

SCHEDULE D — NET SHORT-TERM GAIN OR LOSS FROM FORMS 6252, 4684, 6781 AND 8824 — STATEMENT 17

DESCRIPTION OF PROPERTY	GAIN OR LOSS
FORM 6781, PART I	<393.>
TOTAL TO SCHEDULE D, PART I, LINE 4	<393.>

SCHEDULE D — NET LONG-TERM GAIN OR LOSS FROM FORMS 4797, 2439, 6252, 4684, 6781 AND 8824 — STATEMENT 18

DESCRIPTION OF PROPERTY	GAIN OR LOSS	28% GAIN
FORM 6781, PART I	<589.>	
FORM 4797	254.	
TOTAL TO SCHEDULE D, PART II, LINE 11	<335.>	

SCHEDULE D — NET SHORT-TERM GAIN OR LOSS FROM PARTNERSHIPS, S CORPORATIONS, AND FIDUCIARIES — STATEMENT 19

DESCRIPTION OF ACTIVITY	GAIN OR LOSS
EVERGREEN PRIVATE INVESTMENTS FUNDS	13,297.
EVERGREEN PRIVATE INVESTMENT FUNDS	16,173.
TOTAL TO SCHEDULE D, PART I, LINE 5	29,470.

SCHEDULE D — NET LONG-TERM GAIN OR LOSS FROM PARTNERSHIPS, S CORPORATIONS, AND FIDUCIARIES — STATEMENT 20

DESCRIPTION OF ACTIVITY	GAIN OR LOSS	28% GAIN
EVERGREEN PRIVATE INVESTMENTS FUNDS	7,722.	
EVERGREEN PRIVATE INVESTMENT FUNDS	18,557.	
TOTAL TO SCHEDULE D, PART II, LINE 12	26,279.	

SCHEDULE D CAPITAL GAIN DISTRIBUTIONS STATEMENT 21

NAME OF PAYER	TOTAL CAPITAL GAIN	28% GAIN
WACHOVIA BANK NA (1773)	13,809.	
PERSHING LLC (17)	12,088.	
TOTALS TO SCHEDULE D, LINE 13	25,897.	

SCHEDULE D UNRECAPTURED SECTION 1250 GAIN STATEMENT 22

1.	IF YOU HAVE A SECTION 1250 PROPERTY IN PART III OF FORM 4797 FOR WHICH YOU MADE AN ENTRY IN PART I OF FORM 4797, ENTER THE SMALLER OF LINE 22 OR LINE 24 OF FORM 4797 FOR THAT PROPERTY. IF YOU DID NOT HAVE ANY SUCH PROPERTY, GO TO LINE 4		
2.	ENTER THE AMOUNT FROM FORM 4797, LINE 26G, FOR THE PROPERTY FOR WHICH YOU MADE AN ENTRY ON LINE 1		
3.	SUBTRACT LINE 2 FROM LINE 1		
4.	ENTER THE TOTAL UNRECAPTURED SECTION 1250 GAIN INCLUDED ON LINE 26 OR LINE 37 OF FORM(S) 6252 FROM INSTALLMENT SALES OF TRADE OR BUSINESS PROPERTY HELD MORE THAN 1 YEAR		
5.	ENTER THE TOTAL OF ANY AMOUNTS REPORTED TO YOU ON A SCHEDULE K-1 FROM A PARTNERSHIP OR AN S CORPORATION AS "UNRECAPTURED SECTION 1250 GAIN"		7.
6.	ADD LINES 3 THROUGH 5		7.
7.	ENTER THE SMALLER OF LINE 6 OR THE GAIN FROM FORM 4797, LINE 7	7.	
8.	ENTER THE AMOUNT, IF ANY, FROM FORM 4797, LINE 8		
9.	SUBTRACT LINE 8 FROM LINE 7. IF ZERO OR LESS, ENTER -0-		7.
10.	ENTER THE AMOUNT OF ANY GAIN FROM THE SALE OR EXCHANGE OF AN INTEREST IN A PARTNERSHIP ATTRIBUTABLE TO UNRECAPTURED SECTION 1250 GAIN		
11.	ENTER THE TOTAL OF ANY AMOUNTS REPORTED TO YOU ON A SCHEDULE K-1, FORMS 1099-DIV, OR FORM 2439 AS "UNRECAPTURED SECTION 1250 GAIN" FROM AN ESTATE, TRUST, REAL ESTATE INVESTMENT TRUST, OR MUTUAL FUND (OR OTHER REGULATED INVESTMENT COMPANY)		
12.	ENTER THE TOTAL OF ANY UNRECAPTURED SECTION 1250 GAIN FROM SALES (INCLUDING INSTALLMENT SALES) OR OTHER DISPOSITIONS OF SECTION 1250 PROPERTY HELD MORE THAN 1 YEAR FOR WHICH YOU DID NOT MAKE AN ENTRY IN PART I OF FORM 4797 FOR THE YEAR OF SALE		
13.	ADD LINES 9 THROUGH 12		7.
14.	IF YOU HAD ANY SECTION 1202 GAIN OR COLLECTIBLE GAIN OR (LOSS), ENTER THE TOTAL OF LINES 1 THROUGH 4 OF THE 28% RATE GAIN WORKSHEET		
15.	ENTER THE (LOSS), IF ANY, FROM SCH D, LINE 7. IF SCH D, LINE 7, IS ZERO OR A GAIN ENTER -0-	0.	
16.	ENTER YOUR LONG-TERM CAPITAL LOSS CARRYOVERS FROM SCHEDULE D, LINE 14, AND SCHEDULE K-1 (FORM 1041), LINE 11C		
17.	COMBINE LINES 14 THROUGH 16. IF THE RESULT IS ZERO OR A GAIN, ENTER -0-. IF THE RESULT IS A (LOSS), ENTER IT AS A POSITIVE AMOUNT		0.
18.	SUBTRACT LINE 17 FROM LINE 13. IF ZERO OR LESS, ENTER -0-. ENTER THE RESULT ON SCHEDULE D, LINE 19		7.

SCHEDULE E INCOME OR (LOSS) FROM PARTNERSHIPS AND S CORPS STATEMENT 23

NAME / EMPLOYER ID NO.	ANY NOT AT RISK	X IF FRN	CODE	PASSIVE LOSS	PASSIVE INCOME	NONPASSIVE LOSS	SEC. 179 DEDUCTION	NONPASSIVE INCOME
			P			0.		
EVERGREEN PRIVATE INVESTMENTS FUNDS								
56-2114125			P		1,506.			74.
EVERGREEN PRIVATE INVESTMENT FUNDS								
52-2223144			P	1,760.				21.
ARBITRAGE INTERNATIONAL MARKETING								
65-1055556			S *				37,470.	558,363.
CAMBRIDGE FINANCING COMPANY								
35-2257332			S *			33,308.		
NATIONAL SERVICE ASSOCIATION INC								
36-3307282			S *			17.		
LIC HOLDINGS INC								
20-5290314			S				21,101.	488,333.
TOTALS TO SCH. E, LN. 29				1,760.	1,506.	33,325.	58,571.	1046791.

* ENTIRE DISPOSITION OF ACTIVITY

FORM 1116 SUMMARY OF FOREIGN TAXES PAID OR ACCRUED STATEMENT 24

PASSIVE INCOME

NAME OF COUNTRY IMPOSING TAX

DATE PAID	DATE ACCRUED	AMT/FOREIGN CURRENCY	AMOUNT IN U.S. DOLLARS DIVIDENDS	RENT/ROYALTY	INTEREST	OTHER
	VARIOUS					
12/31/06		0.	693.			
	VARIOUS	0.				92.
	VARIOUS	0.				221.
			693.			313.

TOTAL TO FORM 1116, PART II, LINE 8 1,006.

PRIOR YEAR TAXES PAID IN THE CURRENT YEAR:

	FOREIGN AMT	CONV. RATE	U.S. AMT
2005			
2004			
2003			
2002			
2001			
TOTAL PRIOR YEAR TAXES PAID IN THE CURRENT YEAR			

FORM 1116 WORLDWIDE CAPITAL GAINS WORKSHEET FOR LINE 17 STATEMENT 25

1	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).		1,174,107.
2	ENTER WORLDWIDE 28% GAINS		
3	MULTIPLY LINE 2 BY 0.2000		
4	ENTER WORLDWIDE 25% GAINS	7.	
5	MULTIPLY LINE 4 BY 0.2857	2.	
6	ENTER WORLDWIDE 15% GAINS AND QUALIFIED DIVIDENDS	147,924.	
7	MULTIPLY LINE 6 BY 0.5714	84,524.	
8	ADD LINES 3, 5, AND 7		84,526.
9	SUBTRACT LINE 8 FROM LINE 1. ENTER THE RESULT HERE AND ON FORM 1116, LINE 17		1,089,581.

FORM 6251 PASSIVE ACTIVITIES STATEMENT 26

NAME OF ACTIVITY	FORM	NET INCOME (LOSS) AMT	NET INCOME (LOSS) REGULAR	ADJUSTMENT
EVERGREEN PRIVATE INVESTMENTS FUNDS	FORM 4797	254.	254.	
EVERGREEN PRIVATE INVESTMENTS FUNDS	SCH E	1,546.	1,506.	40.
EVERGREEN PRIVATE INVESTMENT FUNDS	SCH E	<1,800.>	<1,760.>	<40.>
TOTAL TO FORM 6251, LINE 18				0.

FORM 6251 INTEREST FROM SPECIFIED PRIVATE ACTIVITY BONDS STATEMENT 27

DESCRIPTION	AMOUNT
PERSHING LLC (17)	34.
WACHOVIA BANK NA	446.
TOTAL TO FORM 6251, LINE 11	480.

FORM 6251 DEPRECIATION ON ASSETS PLACED IN SERVICE AFTER 1986 STATEMENT 28

DESCRIPTION	AMOUNT
FROM K-1 - LIC HOLDINGS INC	<350.>
TOTAL TO FORM 6251, LINE 17	<350.>

FORM 1116 ALTERNATIVE MINIMUM TAX FOREIGN TAX CREDIT STATEMENT 29
WORLDWIDE CAPITAL GAINS
WORKSHEET FOR LINE 17

1	ENTER THE AMOUNT FROM FORM 6251, LINE 28		1,181,526.
2	ENTER WORLDWIDE 25% GAINS	7.	
3	MULTIPLY LINE 2 BY 0.1071	1.	
4	ENTER WORLDWIDE 15% GAINS AND QUALIFIED DIVIDENDS	147,924.	
5	MULTIPLY LINE 4 BY 0.4643	68,681.	
6	ADD LINES 3, AND 5		68,682.
7	SUBTRACT LINE 6 FROM LINE 1. ENTER THE RESULT HERE AND ON FORM 1116 AMT, LINE 17		1,112,844.

FORM 4952 INVESTMENT INTEREST EXPENSE STATEMENT 30

DESCRIPTION	CURRENT	CARRYOVER
WELLS FARGO BANK	46,289.	
DISALLOWED INVESTMENT INTEREST PRIOR YEARS		9,308.
WACHOVIA BANK	33,383.	
FROM K-1 - EVERGREEN PRIVATE INVESTMENTS FUNDS	9,498.	
FROM K-1 - EVERGREEN PRIVATE INVESTMENT FUNDS	5,185.	
TOTALS TO FORM 4952, LINES 1 AND 2	94,355.	9,308.

FORM 4952 INCOME FROM PROPERTY HELD FOR INVESTMENT STATEMENT 31

DESCRIPTION	AMOUNT
INTEREST INCOME	19,508.
DIVIDEND INCOME	24,721.
EVERGREEN PRIVATE INVESTMENTS FUNDS - ROYALTY	1.
TOTAL TO FORM 4952, LINE 4A	44,230.

FORM 4952 INVESTMENT EXPENSES STATEMENT 32

DESCRIPTION	AMOUNT
SCHEDULE A DEDUCTIONS	48.
TOTAL TO FORM 4952, LINE 5	48.

FORM 4952 DISALLOWED INVESTMENT INTEREST EXPENSE STATEMENT 33

DESCRIPTION	AMOUNT
SCHEDULE A - C/O	9,308.
EVERGREEN PRIVATE INVESTMENTS FUNDS - SCHEDULE A	3,360.
EVERGREEN PRIVATE INVESTMENT FUNDS - SCHEDULE A	1,834.
SCHEDULE A	28,181.
TOTAL TO FORM 4952, LINE 7	42,683.

FORM 4952AMT INVESTMENT INTEREST EXPENSE STATEMENT 34

DESCRIPTION	CURRENT	CARRYOVER
WELLS FARGO BANK	46,289.	
WACHOVIA BANK	33,383.	
FROM K-1 - EVERGREEN PRIVATE INVESTMENTS FUNDS	9,498.	
FROM K-1 - EVERGREEN PRIVATE INVESTMENT FUNDS	5,185.	
AMT INVESTMENT INTEREST CARRYOVER		9,308.
TOTALS TO FORM 4952AMT, LINES 1 AND 2	94,355.	9,308.

FORM 6781 PART I - SECTION 1256 CONTRACTS MARKED TO MARKET STATEMENT 35

(A) IDENTIFICATION OF ACCOUNT	(B) (LOSS)	(C) GAIN
FROM K-1 - EVERGREEN PRIVATE INVESTMENTS FUNDS	485.	
FROM K-1 - EVERGREEN PRIVATE INVESTMENT FUNDS	497.	
TOTAL TO FORM 6781, LINE 1, COLUMNS B AND C	982.	

FORM 8582 OTHER PASSIVE ACTIVITIES - WORKSHEET 3 STATEMENT 36

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
EVERGREEN PRIVATE INVESTMENTS FUNDS	1,760.	0.		1,760.	
EVERGREEN PRIVATE INVESTMENT FUNDS	0.	<8,134.>			<8,134.>
TOTALS	1,760.	<8,134.>		1,760.	<8,134.>

FORM 8582 ALLOCATION OF UNALLOWED LOSSES - WORKSHEET 5 STATEMENT 37

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	RATIO	UNALLOWED LOSS
EVERGREEN PRIVATE INVESTMENT FUNDS	SCH E	8,134.	1.000000000	6,374.
TOTALS		8,134.	1.000000000	6,374.

FORM 8582 ALLOWED LOSSES - WORKSHEET 6 STATEMENT 38

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	UNALLOWED LOSS	ALLOWED LOSS
EVERGREEN PRIVATE INVESTMENT FUNDS	SCH E	8,134.	6,374.	1,760.
TOTALS		8,134.	6,374.	1,760.

FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 39

R R E A - NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
EVERGREEN PRIVATE INVESTMENTS FUNDS	FORM 4797	254.		254.		
EVERGREEN PRIVATE INVESTMENTS FUNDS	SCH E	1,506.		1,506.		
EVERGREEN PRIVATE INVESTMENT FUNDS	SCH E	<8,134.>		<8,134.>	6,374.	1,760.
TOTALS		<6,374.>		<6,374.>	6,374.	1,760.
PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						
TOTAL TO FORM 8582, LINE 16						1,760.

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 40
OTHER PASSIVE ACTIVITIES - WORKSHEET 3

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
EVERGREEN PRIVATE INVESTMENTS FUNDS	1,800.	0.		1,800.	
EVERGREEN PRIVATE INVESTMENT FUNDS	0.	<8,132.>			<8,132.>
TOTALS	1,800.	<8,132.>		1,800.	<8,132.>

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 41
ALLOCATION OF UNALLOWED LOSSES - WORKSHEET 5

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	RATIO	UNALLOWED LOSS
EVERGREEN PRIVATE INVESTMENT FUNDS	SCH E	8,132.	1.000000000	6,332.
TOTALS		8,132.	1.000000000	6,332.

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 42
ALLOWED LOSSES - WORKSHEET 6

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	UNALLOWED LOSS	ALLOWED LOSS
EVERGREEN PRIVATE INVESTMENT FUNDS	SCH E	8,132.	6,332.	1,800.
TOTALS		8,132.	6,332.	1,800.

FORM 8582AMT SUMMARY OF PASSIVE ACTIVITIES - AMT STATEMENT 43

R R E A - NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
EVERGREEN PRIVATE INVESTMENTS FUNDS	FORM 4797	254.		254.		
EVERGREEN PRIVATE INVESTMENTS FUNDS	SCH E	1,546.		1,546.		
EVERGREEN PRIVATE INVESTMENT FUNDS	SCH E	<8,132.>		<8,132.>	6,332.	1,800.
TOTALS		<6,332.>		<6,332.>	6,332.	1,800.
PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME						
TOTAL TO FORM 8582AMT, LINE 16						1,800.

GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE #3010
BOCA RATON, FL 33487

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CLIENT'S COPY

Goldstein
Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

CLIENT: 4002147.0
JUNE 5, 2007

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE #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	1.85
TOTAL FEE	$ 44.10

1900 NW Corporate Blvd. E-300
Boca Raton, Florida 33431
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Broward (954) 429-8555
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www.glcpa.com

Ft. Lauderdale Office
1 East Broward Blvd., Suite 700
Ft. Lauderdale, Florida 33301
(reply to Boca address)

Goldstein
Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

MAY 11, 2007

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE #3010
BOCA RATON, FL 33487

ARBITRAGE INTERNATIONAL MANAGEMENT LLC:

ENCLOSED ARE THE ORIGINAL AND ONE COPY OF YOUR 2006 S CORPORATION TAX RETURN, AS FOLLOWS...

2006 U.S. S CORPORATION INCOME TAX RETURN

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.

1900 NW Corporate Blvd. E-300
Boca Raton, Florida 33431
Tel. (561) 994-5050
Fax (561) 241-0071

Broward (954) 429-8555
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(reply to Boca address)

2006 TAX RETURN FILING INSTRUCTIONS

U.S. S CORPORATION INCOME TAX RETURN

FOR THE YEAR ENDING

AUGUST 31, 2006

Prepared for	ARBITRAGE INTERNATIONAL MANAGEMENT LLC 950 PENINSULA CORPORATE CIRCLE #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	MAY 15, 2007
Special Instructions	ENCLOSED IS A COPY OF SCHEDULE K-1 TO BE DISTRIBUTED TO THE SHAREHOLDER.

600084/05-01-06

Form **1120S**

Department of the Treasury
Internal Revenue Service (77)

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed Form 2553 to elect to be an S corporation.

EXTENSION GRANTED TO 05/15/07

OMB No. 1545-0130

2006

For calendar year 2006, or tax year beginning JUNE 27, 2006 , and ending AUGUST 31, 2006

A Effective date of S election: 06/27/2006	Use the IRS label. Otherwise, print or type.	Name: ARBITRAGE INTERNATIONAL MANAGEMENT LLC	C Employer identification number: 20-5290246
B Business activity code number (see instructions): 524210		Number, street, and room or suite no. If a P.O. box, see instructions.: 950 PENINSULA CORPORATE CIRCLE #3010	D Date incorporated: 06/27/2006
		City or town, state, and ZIP code: BOCA RATON, FL 33487	E Total assets (see instructions): $ 850.

F Check if: (1) [X] Initial return (2) [X] Final return (3) [ ] Name change (4) [ ] Address change (5) [ ] Amended return

G Enter the number of shareholders in the corporation at end of the tax year ▶ 1

H Check if Schedule M-3 is required *(attach Schedule M-3)* ▶ [ ]

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	b Less returns and allowances	c Bal ▶	1c	
	2	Cost of goods sold (Schedule A, line 8)			2	
	3	Gross profit. Subtract line 2 from line 1c			3	
	4	Net gain (loss) from Form 4797, Part II, line 17 *(attach Form 4797)*			4	
	5	Other income (loss) *(attach statement)* STATEMENT 2			5	10,000.
	6	**Total income (loss).** Add lines 3 through 5		▶	6	10,000.
Deductions (See instructions for limitations)	7	Compensation of officers			7	
	8	Salaries and wages (less employment credits)			8	
	9	Repairs and maintenance			9	
	10	Bad debts			10	
	11	Rents			11	
	12	Taxes and licenses			12	
	13	Interest			13	
	14	Depreciation not claimed on Schedule A or elsewhere on return *(attach Form 4562)*			14	
	15	Depletion **(Do not deduct oil and gas depletion.)**			15	
	16	Advertising			16	
	17	Pension, profit-sharing, etc., plans			17	
	18	Employee benefit programs			18	
	19	Other deductions *(attach statement)* STATEMENT 3			19	10,000.
	20	**Total deductions.** Add lines 7 through 19		▶	20	10,000.
	21	**Ordinary business income (loss).** Subtract line 20 from line 6			21	0.
Tax and Payments	22 a	Excess net passive income or LIFO recapture tax *(see instructions)*	22a			
	b	Tax from Schedule D (Form 1120S)	22b			
	c	Add lines 22a and 22b			22c	
	23 a	2006 estimated tax payments and 2005 overpayment credited to 2006	23a			
	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			23e	
	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	

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 officer | Date | ▶ Title

May the IRS discuss this return with the preparer shown below (see instr.)? [X] Yes [ ] No

Paid Preparer's Use Only

Preparer's signature ▶	Date	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

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) ☒ Cash (b) ☐ Accrual (c) ☐ Other (specify) ▶		
2	See the instructions and enter the: (a) Business activity ▶ INSURANCE AGENCY (b) Product or service ▶ INSURANCE		
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 ▶ ☐ 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
Income (Loss)	1	Ordinary business income (loss) (page 1, line 21)	1	
	2	Net rental real estate income (loss) (attach Form 8825)	2	
	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	4	
	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	

	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (attach Form 4562)	11	
	12a 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	13a 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	14a 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): ▶ ☐ Paid ☐ Accrued	14l	
	m Reduction in taxes available for credit (attach statement)	14m	
	n Other foreign tax information (attach statement)		
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a	
	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	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	
	d Property distributions	16d	
	e Repayment of loans from shareholders	16e	
Other Information	17a Investment income	17a	
	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	

Schedule L Balance Sheets per Books

Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1 Cash				
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 4			850.
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (att. stmt.)				
10 a Buildings and other depreciable assets				
b Less accumulated depreciation				
11 a Depletable assets				
b Less accumulated depletion				
12 Land (net of any amortization)				
13 a Intangible assets (amortizable only)				
b Less accumulated amortization				
14 Other assets (att. stmt.)				
15 Total assets				850.
Liabilities and Shareholders' Equity				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (att. stmt.)	STATEMENT 5			750.
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (att. stmt.)				
22 Capital stock				100.
23 Additional paid-in capital				
24 Retained earnings				
25 Adjustments to shareholders' equity (att. stmt.)				
26 Less cost of treasury stock		( )		( )
27 Total liabilities and shareholders' equity				850.

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		5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize): a Tax-exempt interest $	
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):			
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize): a Depreciation $ b Travel and entertainment $		6 Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize): a Depreciation $	
		7 Add lines 5 and 6	
4 Add lines 1 through 3		8 Income (loss) (Schedule K, line 18). Line 4 less line 7	

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			
3 Other additions			
4 Loss from page 1, line 21	( )		
5 Other reductions	( )	( )	
6 Combine lines 1 through 5			
7 Distributions other than dividend distributions			
8 Balance at end of tax year. Subtract line 7 from line 6			

FOOTNOTES STATEMENT 1

THIS ENTITY IS DEEMED TO HAVE BEEN LIQUIDATED DUE TO A QSUB ELECTION EFFECTIVE 9/1/06.

FORM 1120S OTHER INCOME STATEMENT 2

DESCRIPTION	AMOUNT
MANAGEMENT FEES	10,000.
TOTAL TO FORM 1120S, PAGE 1, LINE 5	10,000.

FORM 1120S OTHER DEDUCTIONS STATEMENT 3

DESCRIPTION	AMOUNT
COMPUTER EXPENSES	10,000.
TOTAL TO FORM 1120S, PAGE 1, LINE 19	10,000.

SCHEDULE L OTHER CURRENT ASSETS STATEMENT 4

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
LOAN RECEIVABLE-CFC OF DELAWARE		750.
STOCK SUBSCRIPTION RECEIVABLE		100.
TOTAL TO SCHEDULE L, LINE 6		850.

SCHEDULE L OTHER CURRENT LIABILITIES STATEMENT 5

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
LOAN PAYABLE-MARKETING		750.
TOTAL TO SCHEDULE L, LINE 18		750.

Schedule K-1 (Form 1120S)

Department of the Treasury Internal Revenue Service

2006

For calendar year 2006, or tax year beginning JUNE 27, 2006 ending AUGUST 31, 2006

[X] Final K-1 [ ] Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
20-5290246

B Corporation's name, address, city, state, and ZIP code

ARBITRAGE INTERNATIONAL MANAGEMENT LLC
950 PENINSULA CORPORATE CIRCLE #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
371-32-5211

G Shareholder's name, address, city, state and ZIP code

SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FM 33496

H Shareholder's percentage of stock ownership for tax year 100.000000%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
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
11	Section 179 deduction	16	Items affecting shareholder basis
12	Other deductions		
		17	Other information

*See attached statement for additional information.

For IRS Use Only

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
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	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	Net rental real estate income (loss)	See the Shareholder's Instructions
3.	Other net rental income (loss)	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	Interest income	Form 1040, line 8a
5a.	Ordinary dividends	Form 1040, line 9a
5b.	Qualified dividends	Form 1040, line 9b
6.	Royalties	Schedule E, line 4
7.	Net short-term capital gain (loss)	Schedule D, line 5, column (f)
8a.	Net long-term capital gain (loss)	Schedule D, line 12, column (f)
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9.	Net section 1231 gain (loss)	See the Shareholder's Instructions
10.	Other income (loss)	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	Section 179 deduction	See the Shareholder's Instructions
12.	Other deductions	
	A Cash contributions (50%)	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%)	
	G Investment interest expense	Form 4952, line 1
	H Deductions - royalty income	Schedule E, line 18
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions
	J Deductions - portfolio (2% floor)	Schedule A, line 22
	K Deductions - portfolio (other)	Schedule A, line 27
	L Preproductive period expenses	See the Shareholder's Instructions
	M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions
	N Reforestation expense deduction	See the Shareholder's Instructions
	O Domestic production activities information	See Form 8903 instructions
	P Qualified production activities income	Form 8903, line 7
	Q Employer's W-2 wages	Form 8903, line 13
	R Other deductions	See the Shareholder's Instructions
13.	Credits	
	A Low-income housing credit (section 42(j)(5))	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
	G Credit for alcohol used as fuel	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
	L Credit for increasing research activities	See the Shareholder's Instructions
	M New markets credit	
	N Credit for employer social security and Medicare taxes	
	O Backup withholding	Form 1040, line 64
	P Other credits	See the Shareholder's Instructions
14.	Foreign transactions	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive	Form 1116, Part I
	E Listed categories	
	F General limitation	
	Deductions allocated and apportioned to shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive	Form 1116, Part I
	J Listed categories	
	K General limitation	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	Alternative minimum tax (AMT) items	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	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	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Property distributions	
	E Repayment of loans from shareholders	
17.	Other information	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	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	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	

GOLDSTEIN LEWIN & CO.
1900 N.W. CORPORATE BLVD. STE E-300
BOCA RATON, FL 33431-8502

ARBITRAGE INTERNATIONAL MARKETING, INC.
950 PENINSULA CORPORATE CIRCLE #3010
BOCA RATON, FL 33487

626340
05-01-06

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CLIENT'S COPY

Goldstein
Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

CLIENT: 4001225C
MAY 11, 2007

ARBITRAGE INTERNATIONAL MARKETING, INC.
950 PENINSULA CORPORATE CIRCLE #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	1.85
FORM 4562, DEPRECIATION AND AMORTIZATION	1.85
CURRENT YEAR DEPRECIATION REPORT	1.35
NEXT YEAR DEPRECIATION REPORT	1.35
SHAREHOLDER BASIS WORKSHEET	2.00
TOTAL FEE	$ 50.65

1900 NW Corporate Blvd. E-300
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Ft. Lauderdale Office
1 East Broward Blvd., Suite 700
Ft. Lauderdale, Florida 33301
(reply to Boca address)

Goldstein
Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

MAY 13, 2007

ARBITRAGE INTERNATIONAL MARKETING, INC.
950 PENINSULA CORPORATE CIRCLE #3010
BOCA RATON, FL 33487

ARBITRAGE INTERNATIONAL MARKETING, 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.

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

AUGUST 31, 2006

Prepared for	ARBITRAGE INTERNATIONAL MARKETING, INC. 950 PENINSULA CORPORATE CIRCLE #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	MAY 15, 2007
Special Instructions	ENCLOSED IS A COPY OF SCHEDULE K-1 TO BE DISTRIBUTED TO THE SHAREHOLDER.

600084/05-01-06

DEPRECIATION VARIANCE REPORT

ASSET NUMBER	DESCRIPTION	ACCOUNTANT'S CALCULATED DEPRECIATION	SYSTEM CALCULATED DEPRECIATION	VARIANCE
1	OFFICE FURNITURE	696.	464.	232.
2	OFFICE FURNITURE	285.	190.	95.
3	OFFICE FURNITURE	205.	137.	68.
4	OFFICE FURNITURE	288.	192.	96.
5	OFFICE FURNITURE	1,414.	943.	471.
6	START-UP COSTS	173.	115.	58.
7	OFFICE EQUIPMENT	767.	511.	256.
8	COMPUTER EQUIPMENT	69.	46.	23.

628141 05-01-06

Form **1120S**

Department of the Treasury
Internal Revenue Service (77)

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed Form 2553 to elect to be an S corporation.

EXTENSION GRANTED TO 05/15/07

OMB No. 1545-0130

2006

For calendar year 2006, or tax year beginning JANUARY 1, 2006 , and ending AUGUST 31, 2006

A Effective date of S election: 01/01/2002	Use the IRS label. Otherwise, print or type. **Name:** ARBITRAGE INTERNATIONAL MARKETING, INC.	**C** Employer identification number: 65-1055556
B Business activity code number (see instructions): 524210	Number, street, and room or suite no. If a P.O. box, see instructions.: 950 PENINSULA CORPORATE CIRCLE #3010	**D** Date incorporated: 01/01/2001
	City or town, state, and ZIP code: BOCA RATON, FL 33487	**E** Total assets (see instructions): $ 937,965.

F Check if: (1) ☐ Initial return (2) ☒ Final return (3) ☐ Name change (4) ☒ Address change (5) ☐ Amended return

G Enter the number of shareholders in the corporation at end of the tax year ▶ 1

H Check if Schedule M-3 is required *(attach Schedule M-3)* ▶ ☐

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 2,154,082. b Less returns and allowances c Bal ▶		1c	2,154,082.
	2 Cost of goods sold (Schedule A, line 8)		2	
	3 Gross profit. Subtract line 2 from line 1c		3	2,154,082.
	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	2,154,082.
Deductions (See instructions for limitations)	7 Compensation of officers		7	
	8 Salaries and wages (less employment credits)		8	67,951.
	9 Repairs and maintenance		9	2,400.
	10 Bad debts		10	
	11 Rents		11	19,114.
	12 Taxes and licenses STATEMENT 2		12	7,415.
	13 Interest		13	
	14 Depreciation not claimed on Schedule A or elsewhere on return *(attach Form 4562)*		14	2,483.
	15 Depletion **(Do not deduct oil and gas depletion.)**		15	
	16 Advertising		16	4,880.
	17 Pension, profit-sharing, etc., plans		17	
	18 Employee benefit programs		18	
	19 Other deductions *(attach statement)* STATEMENT 3		19	1,491,476.
	20 **Total deductions.** Add lines 7 through 19 ▶		20	1,595,719.
	21 **Ordinary business income (loss).** Subtract line 20 from line 6		21	558,363.
Tax and Payments	22 a Excess net passive income or LIFO recapture tax *(see instructions)*	22a		
	b Tax from Schedule D (Form 1120S)	22b		
	c Add lines 22a and 22b		22c	
	23 a 2006 estimated tax payments and 2005 overpayment credited to 2006	23a		
	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		23e	
	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	

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 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 ☐	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

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) ☒ Cash (b) ☐ Accrual (c) ☐ Other (specify) ▶		
2	See the instructions and enter the: (a) Business activity ▶ INSURANCE AGENCY (b) Product or service ▶ INSURANCE		
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 ▶ ☐ 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
Income (Loss)	1	Ordinary business income (loss) (page 1, line 21)	1	558,363.
	2	Net rental real estate income (loss) (attach Form 8825)	2	
	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	4	
	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	

	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (attach Form 4562)	11	37,470.
	12 a Contributions STATEMENT 4	12a	1,640.
	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): ▶ ☐ Paid ☐ 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	
	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 STATEMENT 5	16c	16,551.
	d Property distributions	16d	
	e Repayment of loans from shareholders	16e	
Other Information	17 a Investment income	17a	
	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	519,253.

Schedule L Balance Sheets per Books

Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1 Cash		300.		409,482.
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	204,528.		420,081.
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (att. stmt.)				
10 a Buildings and other depreciable assets	60,184.		97,654.	
b Less accumulated depreciation	47,219.	12,965.	87,172.	10,482.
11 a Depletable assets				
b Less accumulated depletion				
12 Land (net of any amortization)				
13 a Intangible assets (amortizable only)	866.		866.	
b Less accumulated amortization	692.	174.	807.	59.
14 Other assets (att. stmt.)	STATEMENT 8	4,255.		97,861.
15 Total assets		222,222.		937,965.
Liabilities and Shareholders' Equity				
16 Accounts payable				0.
17 Mortgages, notes, bonds payable in less than 1 year				172,281.
18 Other current liabilities (att. stmt.)	STATEMENT 9	41,648.		400.
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (att. stmt.)				
22 Capital stock		200.		200.
23 Additional paid-in capital		924,241.		1,010,199.
24 Retained earnings	STATEMENT 11	<743,867.>		<245,115.>
25 Adjustments to shareholders' equity (att. stmt.)				
26 Less cost of treasury stock		( )		( )
27 Total liabilities and shareholders' equity		222,222.		937,965.

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	498,752.	5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize): a Tax-exempt interest $	
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):			
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize): a Depreciation $		6 Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize): a Depreciation $	
b Travel and entertainment $ 11371.			
STMT 10 9,130.	20,501.	7 Add lines 5 and 6	
4 Add lines 1 through 3	519,253.	8 Income (loss) (Schedule K, line 18). Line 4 less line 7	519,253.

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	<741,821.>		
2 Ordinary income from page 1, line 21	558,363.		
3 Other additions			
4 Loss from page 1, line 21	( )		
5 Other reductions STATEMENT 6	(55,661.)	( )	
6 Combine lines 1 through 5	<239,119.>		
7 Distributions other than dividend distributions			
8 Balance at end of tax year. Subtract line 7 from line 6	<239,119.>		

Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization
(Including Information on Listed Property) OTHER

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2006

Attachment Sequence No. **67**

Name(s) shown on return	Business or activity to which this form relates	Identifying number
ARBITRAGE INTERNATIONAL MARKETING, INC.	OTHER DEPRECIATION	65-1055556

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	37,470.
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
	OFFICE EQUIPMENT	16,619.	16,619.
	OFFICE EQUIPMENT	12,651.	12,651.
	COMPUTER EQUIPMENT	8,200.	8,200.

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	37,470.	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	37,470.	
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	37,470.	
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	2,483.
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 ▶ ☐		

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						
c	7-year property						
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	2,483.
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:								
LEASED AUTO	010103	75.00 %						
		%						
		%						
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	
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?	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
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	115.
44 **Total.** Add amounts in column (f). See the instructions for where to report				44	115.

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
1	OFFICE FURNITURE	09/03/02	200DB	7.00	MQ	17	10,700.			3,210.	7,490.	5,054.		464.	5,518.
2	OFFICE FURNITURE	10/30/02	200DB	7.00	MQ	17	4,047.			1,214.	2,833.	1,837.		190.	2,027.
3	OFFICE FURNITURE	11/20/02	200DB	7.00	MQ	17	2,923.			877.	2,046.	1,327.		137.	1,464.
4	OFFICE FURNITURE	12/26/02	200DB	7.00	MQ	17	4,101.			1,230.	2,871.	1,862.		192.	2,054.
5	OFFICE FURNITURE	12/03/02	200DB	7.00	MQ	17	20,123.			6,037.	14,086.	9,136.		943.	10,079.
6	START-UP COSTS	01/01/02	195(B	60M	HY	43	866.				866.	692.		115.	807.
7	OFFICE EQUIPMENT	07/11/03	200DB	7.00	HY	17	12,274.			6,137.	6,137.	3,453.		511.	3,964.
8	COMPUTER EQUIPMENT	08/28/03	200DB	5.00	HY	17	1,203.			602.	601.	428.		46.	474.
9	LEASED AUTO	01/01/03	L		HY	21		.2500						0.	
10	OFFICE FURNITURE	04/28/05	200DB	7.00	HY	17	2,965.		2,965.					0.	
11	COMPUTER EQUIPMENT	06/01/05	200DB	5.00	HY	17	1,850.		1,850.					0.	
17	OFFICE EQUIPMENT	04/05/06	200DB	7.00	HY	19C	16,619.		16,619.				16,619.	16,619.	
18	OFFICE EQUIPMENT	05/01/06	200DB	7.00	HY	19C	12,651.		12,651.				12,651.	12,651.	
19	COMPUTER EQUIPMENT	05/01/06	200DB	5.00	HY	19B	8,200.		8,200.				8,200.	8,200.	
	* TOTAL OTHER DEPRECIATION & AMORT						98,522.		42,285.	19,307.	36,930.	23,789.	37,470.	40,068.	26,387.
	LESS: SEC 179 ALLOC TO SHAREHOLDERS													37,470.	
	NET DEPRECIATION													2,598.	

628111
12-05-06

(D) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

TS001092

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
	CURRENT YEAR ACTIVITY														
	BEGINNING BALANCE						61,052.		4,815.	19,307.	36,930.	23,789.			26,387.
	ACQUISITIONS						37,470.		37,470.	0.	0.	0.			0.
	DISPOSITIONS						0.		0.	0.	0.	0.			0.
	ENDING BALANCE						98,522.		42,285.	19,307.	36,930.	23,789.			26,387.

628111
12-05-06

(D) - Asset disposed

* ITC, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

TS001093

FOOTNOTES STATEMENT 1

THIS ENTITY IS DEEMED TO HAVE BEEN LIQUIDATED DUE TO A QSUB ELECTION EFFECTIVE 9/1/06.

FORM 1120S TAXES AND LICENSES STATEMENT 2

DESCRIPTION	AMOUNT
LICENSES & TAXES	2,206.
TAXES-PAYROLL	5,209.
TOTAL TO FORM 1120S, PAGE 1, LINE 12	7,415.

FORM 1120S OTHER DEDUCTIONS STATEMENT 3

DESCRIPTION	AMOUNT
ALARM & GUARD SERVICE	877.
AMORTIZATION EXPENSE	115.
AUTO EXPENSES	15,541.
BANK CHARGES	312.
COMMISSIONS	1,185,229.
COMPUTER SUPPLIES AND EXP	18,956.
CONTRACT LABOR	6,500.
DUES AND SUBSCRIPTIONS	5,998.
INSURANCE	52,972.
LEGAL & ACCOUNTING	44,419.
MANAGEMENT FEES	10,000.
MARKETING	571.
MEALS AND ENTERTAINMENT	11,372.
MISCELLANEOUS EXPENSE	182.
MOVING EXPENSES	208.
OFFICE EXPENSE	37,913.
POSTAGE	5,797.
PRINTING AND SUPPLIES	24,068.
SUPPLIES	13,875.
TELEPHONE	17,748.
TRAVEL	34,078.
UTILITIES	4,745.
TOTAL TO FORM 1120S, PAGE 1, LINE 19	1,491,476.

SCHEDULE K CHARITABLE CONTRIBUTIONS STATEMENT 4

DESCRIPTION	50% LIMIT	30% LIMIT	20% LIMIT
ORGANIZED CHARITIES	1,640.		
TOTALS TO SCHEDULE K, LINE 12A	1,640.		

SCHEDULE K NONDEDUCTIBLE EXPENSES STATEMENT 5

DESCRIPTION	AMOUNT
PERSONAL PORTION OF AUTO	5,180.
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	11,371.
TOTAL TO SCHEDULE K, LINE 16C	16,551.

SCHEDULE M-2 ACCUMULATED ADJUSTMENTS ACCOUNT- OTHER REDUCTIONS STATEMENT 6

DESCRIPTION	AMOUNT
CHARITABLE CONTRIBUTIONS	1,640.
SECTION 179 EXPENSE DEDUCTION	37,470.
NONDEDUCTIBLE EXPENSES	16,551.
TOTAL TO SCHEDULE M-2, LINE 5 - COLUMN (A)	55,661.

SCHEDULE L OTHER CURRENT ASSETS STATEMENT 7

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
LOAN RECEIVABLE-OTHER	204,528.	
LOAN RECEIVABLE-TED BERNSTEIN		385,831.
LOAN RECEIVABLE-AIM-APS ACCOUNT		7,500.
LOAN RECEIVABLE-AIM-MANAGEMENT		750.
LOAN RECEIVABLE-CAMBRIDGE FINANCING		26,000.
TOTAL TO SCHEDULE L, LINE 6	204,528.	420,081.

SCHEDULE L OTHER ASSETS STATEMENT 8

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
SECURITY DEPOSITS	4,255.	4,255.
PROPRIETARY ESTATE PLANNING PROGRAM		93,606.
TOTAL TO SCHEDULE L, LINE 14	4,255.	97,861.

SCHEDULE L OTHER CURRENT LIABILITIES STATEMENT 9

DESCRIPTION	BEGINNING OF TAX YEAR	END OF TAX YEAR
PAYROLL TAXES PAYABLE	829.	0.
ACCRUED PENSION EXPENSE		
CASH OVERDRAFTS	40,819.	
401K PAYABLE		400.
TOTAL TO SCHEDULE L, LINE 18	41,648.	400.

SCHEDULE M-1 EXPENSES RECORDED ON BOOKS THIS YEAR NOT INCLUDED ON SCHEDULE K STATEMENT 10

DESCRIPTION	AMOUNT
PERSONAL PORTION OF AUTO	5,180.
PENALTY	3,950.
TOTAL TO SCHEDULE M-1, LINE 3	9,130.

SCHEDULE L ANALYSIS OF TOTAL RETAINED EARNINGS PER BOOKS STATEMENT 11

DESCRIPTION	AMOUNT
BALANCE AT BEGINNING OF YEAR	<743,867.>
NET INCOME PER BOOKS	498,752.
DISTRIBUTIONS	0.
OTHER INCREASES (DECREASES)	
BALANCE AT END OF YEAR - SCHEDULE L, LINE 24, COLUMN (D)	<245,115.>

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
1	OFFICE FURNITURE	09 03 02	200DB	7.00	10,700.	5,054.	464.	464.	0.
2	OFFICE FURNITURE	10 30 02	200DB	7.00	4,047.	1,837.	190.	190.	0.
3	OFFICE FURNITURE	11 20 02	200DB	7.00	2,923.	1,327.	137.	137.	0.
4	OFFICE FURNITURE	12 26 02	200DB	7.00	4,101.	1,862.	192.	192.	0.
5	OFFICE FURNITURE	12 03 02	200DB	7.00	20,123.	9,136.	943.	943.	0.
7	OFFICE EQUIPMENT	07 11 03	200DB	7.00	12,274.	3,453.	511.	511.	0.
8	COMPUTER EQUIPMENT	08 28 03	200DB	5.00	1,203.	428.	46.	46.	0.
17	OFFICE EQUIPMENT	04 05 06	150DB	7.00	16,619.	0.	16,619.	16,619.	0.
18	OFFICE EQUIPMENT	05 01 06	150DB	7.00	12,651.	0.	12,651.	12,651.	0.
19	COMPUTER EQUIPMENT	05 01 06	150DB	5.00	8,200.	0.	8,200.	8,200.	0.
	TOTALS				92,841.	23,097.	39,953.	39,953.	0.

628104
05-01-06

TS001098

2006 DEPRECIATION AND AMORTIZATION REPORT

- CURRENT YEAR FEDERAL - ARBITRAGE INTERNATIONAL MARKETING, 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
1	OFFICE FURNITURE	09 03 02	200DB	7.00	17	10,700.		3,210.	7,490.	5,054.		464.
2	OFFICE FURNITURE	10 30 02	200DB	7.00	17	4,047.		1,214.	2,833.	1,837.		190.
3	OFFICE FURNITURE	11 20 02	200DB	7.00	17	2,923.		877.	2,046.	1,327.		137.
4	OFFICE FURNITURE	12 26 02	200DB	7.00	17	4,101.		1,230.	2,871.	1,862.		192.
5	OFFICE FURNITURE	12 03 02	200DB	7.00	17	20,123.		6,037.	14,086.	9,136.		943.
6	START-UP COSTS	01 01 02	195(B)60M		43	866.			866.	692.		115.
7	OFFICE EQUIPMENT	07 11 03	200DB	7.00	17	12,274.		6,137.	6,137.	3,453.		511.
8	COMPUTER EQUIPMENT	08 28 03	200DB	5.00	17	1,203.		602.	601.	428.		46.
9	LEASED AUTO	01 01 03	L		21		.2500					0.
10	OFFICE FURNITURE	04 28 05	200DB	7.00	17	2,965.		2,965.				0.
11	COMPUTER EQUIPMENT	06 01 05	200DB	5.00	17	1,850.		1,850.				0.
17	OFFICE EQUIPMENT	04 05 06	200DB	7.00	19C	16,619.		16619.			16,619.	16,619.
18	OFFICE EQUIPMENT	05 01 06	200DB	7.00	19C	12,651.		12651.			12,651.	12,651.
19	COMPUTER EQUIPMENT	05 01 06	200DB	5.00	19B	8,200.		8,200.			8200.	8,200.
	* TOTAL OTHER DEPRECIATION & AMORT					98,522.		61592.	36,930.	23,789.	37,470.	40,068.
	LESS: SEC 179 ALLOC TO SHAREHOLDERS											37,470.
	NET DEPRECIATION											2,598.

528102
07-28-06

(D) - Asset disposed

* ITC, Section 179, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

2006 DEPRECIATION AND AMORTIZATION REPORT

- CURRENT YEAR FEDERAL - ARBITRAGE INTERNATIONAL MARKETING, 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
	CURRENT YEAR ACTIVITY											
	BEGINNING BALANCE					61,052.		24122.	36,930.	23,789.		
	ACQUISITIONS					37,470.		37470.	0.	0.		
	DISPOSITIONS					0.		0.	0.	0.		
	ENDING BALANCE					98,522.		61592.	36,930.	23,789.		

628102
07-28-06

(D) - Asset disposed

* ITC, Section 179, Salvage, Bonus, Commercial Revitalization Deduction, GO Zone

TS001100

- NEXT YEAR FEDERAL - ARBITRAGE INTERNATIONAL MARKETING, INC.

Asset No.	Description	Date Acquired	Method	Life	Unadjusted Cost Or Basis	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Amount Of Depreciation
1	OFFICE FURNITURE	09 03 02	200DB	7.00	10,700.	3,210.	7,490.	5,518.	667.
	AMT DEPRECIATION		200DB	7.00				5,518.	667.
2	OFFICE FURNITURE	10 30 02	200DB	7.00	4,047.	1,214.	2,833.	2,027.	251.
	AMT DEPRECIATION		200DB	7.00				2,027.	251.
3	OFFICE FURNITURE	11 20 02	200DB	7.00	2,923.	877.	2,046.	1,464.	181.
	AMT DEPRECIATION		200DB	7.00				1,464.	181.
4	OFFICE FURNITURE	12 26 02	200DB	7.00	4,101.	1,230.	2,871.	2,054.	255.
	AMT DEPRECIATION		200DB	7.00				2,054.	255.
5	OFFICE FURNITURE	12 03 02	200DB	7.00	20,123.	6,037.	14,086.	10,079.	1,249.
	AMT DEPRECIATION		200DB	7.00				10,079.	1,249.
6	START-UP COSTS	01 01 02	195(B	60M	866.		866.	807.	59.
7	OFFICE EQUIPMENT	07 11 03	200DB	7.00	12,274.	6,137.	6,137.	3,964.	621.
	AMT DEPRECIATION		200DB	7.00				3,964.	621.
8	COMPUTER EQUIPMENT	08 28 03	200DB	5.00	1,203.	602.	601.	474.	69.
	AMT DEPRECIATION		200DB	5.00				474.	69.
9	LEASED AUTO	01 01 03	L						0.
10	OFFICE FURNITURE	04 28 05	200DB	7.00	2,965.	2,965.			0.
11	COMPUTER EQUIPMENT	06 01 05	200DB	5.00	1,850.	1,850.			0.

628103
05-01-06

(D) - Asset disposed

* ITC, Section 179, Salvage, HR 3090, Commercial Revitalization Deduction, GO Zone

- NEXT YEAR FEDERAL - ARBITRAGE INTERNATIONAL MARKETING, INC.

Asset No.	Description	Date Acquired	Method	Life	Unadjusted Cost Or Basis	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Amount Of Depreciation
17	OFFICE EQUIPMENT	040506	200DB	7.00	16,619.	16619.			0.
	AMT DEPRECIATION		150DB	7.00					
18	OFFICE EQUIPMENT	050106	200DB	7.00	12,651.	12651.			0.
	AMT DEPRECIATION		150DB	7.00					
19	COMPUTER EQUIPMENT	050106	200DB	5.00	8,200.	8,200.			0.
	AMT DEPRECIATION		150DB	5.00					
	* TOTAL OTHER DEPRECIATION & AMORT				98,522.		36,930.	26,387.	3,352.
	AMT DEPRECIATION				92,841.		36,064.	25,580.	3,293.

628103
05-01-06

(D) - Asset disposed

* ITC, Section 179, Salvage, HR 3090, Commercial Revitalization Deduction, GO Zone

Schedule K-1 (Form 1120S)

Department of the Treasury
Internal Revenue Service

2006

For calendar year 2006, or tax year beginning JANUARY 1, 2006
ending AUGUST 31, 2006

[X] Final K-1 [ ] Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
65-1055556

B Corporation's name, address, city, state, and ZIP code

ARBITRAGE INTERNATIONAL MARKETING, INC
950 PENINSULA CORPORATE CIRCLE #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
371-32-5211

G Shareholder's name, address, city, state and ZIP code

SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

H Shareholder's percentage of stock ownership for tax year 100.000000%

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1 Ordinary business income (loss)	558,363.	13 Credits	
2 Net rental real estate income (loss)			
3 Other net rental income (loss)			
4 Interest income			
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	
11 Section 179 deduction	37,470.	16 Items affecting shareholder basis	C* 16,551.
12 Other deductions	A 1,640.		
		17 Other information	

*See attached statement for additional information.

For IRS Use Only

SCHEDULE K-1 NONDEDUCTIBLE EXPENSES, BOX 16, CODE C

DESCRIPTION	AMOUNT	SHAREHOLDER FILING INSTRUCTIONS
PERSONAL PORTION OF AUTO	5,180.	
EXCLUDED MEALS AND ENTERTAINMENT EXPENSES	11,371.	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
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	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	Net rental real estate income (loss)	See the Shareholder's Instructions
3.	Other net rental income (loss)	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	Interest income	Form 1040, line 8a
5a.	Ordinary dividends	Form 1040, line 9a
5b.	Qualified dividends	Form 1040, line 9b
6.	Royalties	Schedule E, line 4
7.	Net short-term capital gain (loss)	Schedule D, line 5, column (f)
8a.	Net long-term capital gain (loss)	Schedule D, line 12, column (f)
8b.	Collectibles (28%) gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D Instructions)
8c.	Unrecaptured section 1250 gain	See the Shareholder's Instructions
9.	Net section 1231 gain (loss)	See the Shareholder's Instructions
10.	Other income (loss)	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	Section 179 deduction	See the Shareholder's Instructions
12.	Other deductions	
	A Cash contributions (50%)	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%)	
	G Investment interest expense	Form 4952, line 1
	H Deductions - royalty income	Schedule E, line 18
	I Section 59(e)(2) expenditures	See the Shareholder's Instructions
	J Deductions - portfolio (2% floor)	Schedule A, line 22
	K Deductions - portfolio (other)	Schedule A, line 27
	L Preproductive period expenses	See the Shareholder's Instructions
	M Commercial revitalization deduction from rental real estate activities	See Form 8582 Instructions
	N Reforestation expense deduction	See the Shareholder's Instructions
	O Domestic production activities information	See Form 8903 instructions
	P Qualified production activities income	Form 8903, line 7
	Q Employer's W-2 wages	Form 8903, line 13
	R Other deductions	See the Shareholder's Instructions
13.	Credits	
	A Low-income housing credit (section 42(j)(5))	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
	G Credit for alcohol used as fuel	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
	L Credit for increasing research activities	See the Shareholder's Instructions
	M New markets credit	
	N Credit for employer social security and Medicare taxes	
	O Backup withholding	Form 1040, line 64
	P Other credits	See the Shareholder's Instructions
14.	Foreign transactions	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive	Form 1116, Part I
	E Listed categories	
	F General limitation	
	Deductions allocated and apportioned to shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive	Form 1116, Part I
	J Listed categories	
	K General limitation	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	Alternative minimum tax (AMT) items	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	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	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Property distributions	
	E Repayment of loans from shareholders	
17.	Other information	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	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	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	

LIC HOLDINGS, INC.

FAIR MARKET VALUE OF
SIX NON-VOTING COMMON SHARES
AS OF SEPTEMBER 1, 2006

Goldstein
Lewin & Co.
CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

September 12, 2007

Mr. Simon Bernstein
LIC Holdings, Inc.
9050 Peninsula Corp. Circle
Suite 3010
Boca Raton, FL 33487

Dear Mr. Bernstein:

Goldstein Lewin & Co. has been engaged to express an opinion of the fair market value of six non-voting common shares of LIC Holdings, Inc. as of September 1, 2006. The valuation will be utilized for gift tax purposes.

Fair market value is defined as the price at which the property would change hands between a willing buyer and a willing seller when the former is not under any compulsion to buy and the latter is not under any compulsion to sell, both parties having reasonable knowledge of relevant facts.

The historical financial information contained in the accompanying report has not been audited or reviewed by us, and accordingly, we assume no responsibility for that information.

Based on our analysis of the information and data collected, it is our opinion that the fair market value of six non-voting common shares of LIC Holdings, Inc. as of September 1, 2006 is:

$9,400
NINE THOUSAND FOUR HUNDRED DOLLARS

This valuation report is subject to the assumptions and limiting conditions contained therein. Our fees were not contingent on the results of our findings. The valuation report is prepared solely for the purpose described above, and is not to be used, distributed, quoted or otherwise referred to in whole or in part for any other purpose without the express written consent of Goldstein Lewin & Co.

GOLDSTEIN LEWIN & CO.
Certified Public Accountants and Consultants

Goldstein Lewin & Co.

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Ft. Lauderdale Office
1 East Broward Blvd., Suite 700
Ft. Lauderdale, Florida 33301
(reply to Boca address)

LIC HOLDINGS, INC.
FAIR MARKET VALUE OF
SIX NON-VOTING COMMON SHARES
AS OF SEPTEMBER 1, 2006

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INTRODUCTION

We were retained by Mr. Simon Bernstein to provide an opinion of the fair market value of six non-voting common shares of LIC Holdings, Inc. as of September 1, 2006. We understand that the results of our valuation report will be used for gift tax purposes.

Fair market value is defined as the price at which the property would change hands between a willing buyer and a willing seller when the former is not under any compulsion to buy and the latter is not under any compulsion to sell, both parties having reasonable knowledge of relevant facts.

Our opinion of fair market value takes into consideration guidelines issued by the Internal Revenue Service in Revenue Ruling 59-60 which outlines the valuation of closely-held business interests and includes the following factors:

1. The nature of the business and the history of the enterprise from its inception.
2. The economic outlook in general and the condition and outlook of the specific industry in particular.
3. The book value of the stock and the financial condition of the business.
4. The earning capacity of the company.
5. The dividend-paying capacity.
6. Whether or not the enterprise had goodwill or other intangible value.
7. Sales of the stock and the size of the block of stock to be valued.
8. The market price of stocks of corporations engaged in the same or a similar line of business having their stocks actively traded in a free and open market, either on an exchange or over-the-counter.

HISTORY AND NATURE OF THE BUSINESS

LIC Holdings, Inc. ("LHI" or the "Company") was incorporated on July 31, 2006 in the state of Florida, as a holding Company for the purpose of providing life insurance products and services.

LHI owns 100% of the following entities:

- Arbitrage International Management, LLC
- Cambridge Financing Company
- CFC of Delaware, LLC.
- Arbitrage International Marketing, Inc.
- National Service Association, Inc.

Although LHI was incorporated in 2006, the operations of its consolidated subsidiaries have been ongoing prior to 2002.

LHI, through its wholly owned subsidiaries, provides the following life insurance products and services:

- Premium Financing
- Wealth Transfer
- Traditional Insurance
- Policy Audit
- Consulting

CFC of Delaware LLC ("CFC") is a special purpose entity, part of a larger group of related parties which depend on each other to generate business and revenue. The main business of CFC, along with its related parties, is selling and financing high value life insurance policies. Its primary target market is senior citizens who possess high net worth. CFC's specific role is the lender. CFC generates revenue via lending money, (it earns 5 basis points on the excess of the rate charged to its borrowers compared to the rate it pays for its financing), loan origination fees and a portion of commission income allocated to it from related parties.

CFC borrows funds from a financial institution, New Stream Insurance, LLC ("New Stream") and in turn loans these funds to borrowers at 50 basis points higher interest rate than it pays to New Stream. BNC National Bank ("BNC"). BNC is the Institutional Trustee for Trusts that have been established to own the policies and borrow from CFC. The Trusts are typically irrevocable and play an integral role in effective estate planning.

BNC acts as Disbursement Agent for CFC. The funds necessary to close a loan are transferred directly to BNC and disbursed according to instructions form CFC. The initial term of the loan

is two years. After the two year period, the individual has the option to extend the policy for an additional 3 months. At the end of the initial loan term, the borrower has options as follows:

- Payoff the loan
- Refinance the loan
- Default

In order to pay off the loan, the borrower may use the proceeds from a sale in the secondary market. Alternatively, he or she may decide to retain the policy and assume the obligation to make future premium payments.

The policies are secured by the financed policies and other Eligible Collateral as reflected in Schedule 1 of the Term Financing Facility Agreement. In lieu of posting Eligible Collateral, the borrower may execute a Limited Personal Guaranty.

New Stream and BNC are unrelated parties.

CFC's affiliate, Arbitrage International Marketing, LLC ("Arbitrage") acts in a sales capacity in that it will source the high net worth individuals to be insured. Arbitrage then receives a commission from the insurance company once the policy is sold. Arbitrage then allocates a percentage of this commission to CFC, which varies discretionally.

Business Cycle

- A potential loan/insurance policy to be issued commences when someone in the marketing group (Arbitrage), sources a policy to be considered for loan underwriting. The agent from whom the policy is sourced must secure a bona fide underwriting offer from and insurance company prior to CFC beginning its loan underwriting process.
- In addition to sourcing business from third-parties, Arbitrage also conducts business on a retail basis.
- The third-party producers or CFC, depending on whether the business is retail or wholesale, will provide a prepared policy illustration using life insurance company software to CFC.
- Insurance agent obtains HIPPA form from the insured.
- CFC sends insured's medical information to a medical underwriter who represents New Stream. The medical underwriter assesses the insured's medical condition and makes a determination of how long the individual is expected to live. If a range is provided, CFC uses the average in determining the actuarial value of the insurance policies.

- Cash flow is derived from the policy illustration and is input into a Miliman developed discounted cash flow model. In inputting pertinent data, two sets of assumptions are utilized to determine policy values on which Loan To Value ("LTV") are based. One set of assumptions is a 15% IRR using the average life expectancy of the insured; the other uses 10% IRR at the longest possible life expectancy of the insured. This produces two policy values, both of which go into a Worksheet that calculates LTVs. In order to proceed with an offer of financing, the 15% discounted calculation must have at least a 75% LTV and the 10% discount calculation must have at least 100% LTV.
- New Stream underwrites every loan in parallel with CFC (back to back loans).
- Information regarding the loan is entered into a worksheet to determine the allocation of the components of CFC's cost of funds. The overall IRR must be at least 17%. CFC can allocate the overall 17% between interest and Utilization Fees. Utilization Fees are paid at funding dates and the interest is collected at the maturity date of the loans.
- All loans in 2006 are at 10.70% from CFC to borrower, and draws from New Stream are at 10.65%.
- At this point, an Arbitrage Marketing Representative sends a term sheet and a trust questionnaire to the insurance agent. Once this questionnaire is returned to CFC, the deal is a "go."
- CFC sends trust questionnaire to trust counsel in Minnesota for preparation of trust agreement.
- Trust counsel then sends trust questionnaire to CFC's counsel to render a legal opinion. A determination is made by CFC's counsel regarding insurable interest.
- If everything is acceptable to CFC's counsel, the completed trust agreement and completed loan documents are sent to CFC.
- CFC sends loan documents the producing agent, who provides them to the insured for execution.
- After documents are executed by the Insured/Grantor, they are sent to the trustee (BNC) for execution.
- A policy application is executed by the insured and by the trustee then sent back to CFC.
- At this point an insurance policy is issued in the name of the newly formed trust by the insurance carrier.
- A collateral assignment is issued by insured in favor of CFC. CFC requires 25% of loan as collateral.
- A UCC1 is filed against the policy.
- At this point the insurance premium is ready to be funded. The attorneys (LS&D) review all documentation and issues a legal opinion.
- New Stream counsel then summarizes everything and writes a mini opinion of transactions. BNC sends a disbursement form to CFC and New Stream to fund insurance premiums and other closing costs.
- CFC sends a utilization fee worksheet to New Stream.

- New Stream wires money to BNC who acts as Disbursing Agent and Administrative Agent. CFC pays BNC for these services.
- BNC then pays:
  - Insurance carrier for policy premium.
  - Origination fees to Cambridge Financing Company (parent of CFC).
  - Legal fees to CFC counsel
  - Legal fees to Trust counsel
  - Legal fees to Trust Protector
  - Trustee fees to BNC.
- CFC pays BNC directly for other administrative and managerial fees.
- CFC and New Stream fund an indemnity at risk fund with BNC. In the event that BNC is sued, the fund would be utilized for its defense and other settlement costs. If no suits arise, funds are released to CFC and New Stream (two years after loan is paid off).
- Once BNC pays the premium to the insurance carrier, CFC books the loan in its internal records. Insurance carrier will, at this point, pay the commission to CFC's agents and Arbitrage. Commissions paid to third-party producers range from 50% to 70%.
- Free cash produced by CFC will be moved to other affiliates as needed to pay bills, etc.

The stockholders of LHI as of September 1, 2006, prior to any assignments are as follows:

Shareholder	Voting Shares	Non-Voting Shares
Ted S. Bernstein	165	60
Simon Bernstein	165	60
William Stansbury	-	50
Totals	330	170

ECONOMIC OUTLOOK

The following discussion and analysis of the national economy for the second quarter of 2006 is based upon a review of current economic statistics, articles in the financial press and economic reviews found in current business periodicals. The purpose of the review is to provide a representative "consensus" review of the condition of the economy and its general outlook at the end of the second quarter of 2006:

General Economic Overview

According to advance estimates released by the Department of Commerce's Bureau of Economic Analysis, Real Gross Domestic Product ("GDP"), the output of goods and services produced by labor and property located in the United States, increased at an annualized rate of 2.5% during the second quarter of 2006. This is the nineteenth consecutive quarterly rise in GDP subsequent to the 2001 recession, and compares to a revised increase of 5.6% in the first quarter of 2006. The fourth quarter 2005 increase of 1.8% represented the smallest increase in three years, while the first quarter measure represented the largest quarterly increase since the third quarter of 2003. The slowdown in GDP growth evidenced in the second quarter was largely anticipated by economists.

The growth in real GDP in the second quarter reflected increases in personal consumption expenditures ("PCE") for services, private inventory investment, nonresidential structures, exports, state and local government spending, and PCE for nondurables. These factors were partly offset by a negative contribution from residential fixed investment, federal government spending, and imports. Economists note that GDP for all of 2005 grew 3.2%, down from the 3.9% in 2004 which represented the nation's most favorable economic performance since 1999, all figures recently revised. Although GDP growth was expected to slow in the second quarter, most economists predicted slightly higher growth in GDP (approximately 3.5%) than the 2.5% preliminary estimate for the second quarter. GDP is not expected to improve significantly for the remainder of 2006. Economists predict GDP growth on the order of 2.5% to 3.0% for the second half of the year. By the first half of 2007, growth is expected to slow further to 2.7%, the slowest rate since mid-2003. Lackluster GDP growth is expected to be the result of the Federal Reserve's ("Fed") continuing efforts to curtail inflation by continuing to increase the federal funds rate through 2006. The cumulative activities of the Fed coupled with the continuing rise in energy costs is expected to stifle investment and spending, thus reducing GDP growth.

At its June meeting, the Fed raised the federal funds rate and the discount rate by 25 basis points to 5.25% and 6.25%, respectively, after similar increases of 25 basis points at its May meeting. Following a deliberate period of rate increases to achieve a more neutral policy position, the Fed has continued to increase rates based on inflationary pressures arising from high energy prices and continuing economic growth. However, possible increases in resource utilization and increasing

energy prices could potentially further inflation. The Fed issued similar statements from the meetings, indicating that some further policy firming may be needed to keep the risks to the attainment of both sustainable economic growth and price stability roughly equal. The June statement pointed out that readings on core inflation have been elevated in recent months reaching a four year high based on year over year comparisons. Ongoing productivity gains have held down the rise in unit labor costs, and inflation expectations remain contained. However, the high levels of resource utilization coupled with high energy and commodities prices have the potential to sustain inflation pressures.

The Composite Index of Leading Economic Indicators ("LEI"), the government's primary forecasting gauge, increased 0.1% in June to 138.1 after decreases of 0.1% and 0.6% in April and May, respectively (all figures recently revised). The index attempts to gauge economic activity six to nine months in advance. Multiple consecutive moves in the same direction are said to be indicative of the general direction of the economy. Six of the ten leading economic indicators rose during June. Positive contributors to the LEI (largest to smallest) included average weekly initial claims for unemployment insurance, index of consumer expectations, real money supply, average weekly manufacturing hours, interest rate spread, and manufacturers' new orders for nondefense capital goods. Collectively, these positive contributions to the LEI eclipsed the negative contributions which included vendor performance, building permits, and stock prices. Manufacturers' new orders for consumer goods and materials remained flat in June. In June, the Coincident Index increased 0.2% and the Lagging Index increased 0.6%.

Although first and second quarter 2006 economic growth was positive, economic growth expectations point towards a slowdown for 2006 relative to 2004 and 2005 levels. In the first half of 2007, growth is expected to slow to 2.7%. This deceleration in growth is expected to be at least partially due to a decline in the housing sector in 2006. The softening of the housing market has the potential to dampen home-equity financed consumer spending, and reduced construction activity would likely lead to job losses in the construction industry. At the end of the second quarter, growth appears set to slow while inflation shows clear signs of acceleration. While economists believe that globalization and high productivity levels have kept inflation in check during recent periods, it appears that the influence of these two factors appear to be reversing. For example, due to recent surges in productivity levels, employers are finding it difficult to squeeze any more work out of an already tight workforce. Therefore, companies are forced to hire new employees, effectively pushing wages upward. Also, economists expect GDP growth to continue to show some impact from the Federal Reserve's past and possible future monetary policy actions.

Consumer Spending and Inflation

The Consumer Price Index increased 0.2% to 202.9 in June. The seasonally adjusted annual rate ("SAAR") of inflation for the second quarter of 2006 was 5.1%, compared to changes of 10.1%,

negative 1.8%, and 4.3% respectively, for the last two quarters of 2005 and the first quarter of 2006. For the twelve month period ended in December 2005, inflation rose 3.4%. The core rate of inflation rose at a 3.6% SAAR during the second quarter of 2006 following increases of 1.8%, 2.6%, and 2.8% for the last two quarters of 2005 and the first quarter of 2006, respectively. In 2004 and 2005, the core rate of inflation advanced 2.2%. The Producer Price Index increased 0.5% in June, after increases of 0.9% and 0.2% in April and May, respectively. The PPI rose 6.7% (SAAR) for the second quarter after increasing 3.8% in the fourth quarter of 2005 and falling 2.2% in the first quarter of 2006. The PPI increased 5.4% for 2005 following a 4.2% increase in 2004.

Interest Rates

The Fed's Open Market Committee ("FOMC") raised its target for the federal funds rate by 50 basis points to 5.25% during the second quarter. The actions were consistent with policy stances and actions taken since the last half of 2003. The staff forecast suggests that after the significant deceleration of real GDP in the second quarter from the first quarter of 2006, growth would proceed through the end of 2007 at a pace a bit below the rate of growth of the economy's potential. Elevated readings on core inflation during recent months were found to be of concern, and, if sustained, to be inconsistent with the maintenance of price stability. However, contained inflation expectations, the abatement of upward pressure from past increases in energy and other commodity prices, and the slowing in the growth of economic activity underway are expected to contribute to a moderation in core inflation in coming quarters.

Business and Manufacturing Productivity

Non-farm business productivity as measured by the hourly output of all persons increased 1.1% in the second quarter following a revised 4.3% increase during the first quarter of 2006. Productivity rose 1.1% for the entire business sector. The business sector productivity increase was the result of output increases (2.6%) and hours worked (1.5%). Manufacturing productivity increased 3.0% during the quarter as output increased 5.4% and hours increased 2.3%.

Unemployment

The unemployment rate was at 4.6% in June, slightly below first quarter levels and in line with estimates. The 4.6% second quarter rate pushes the unemployment rate back to its lowest level in nearly five years. June payroll increased by 121,000 jobs, following a gain of 92,000 jobs in May. Economists had expected a larger increase on the order of 160,000 for the month, marking the third straight month that payroll gains fell short of forecasts. Manufacturing payrolls increased by 15,000 in June, following a small decline in May (seasonally adjusted). Economists anticipate payroll growth for July to approach 135,000 jobs.

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The Financial Markets

The Dow closed the first quarter at 11150.22, up 0.4% for the quarter. The S&P 500 index fell 1.9% during the quarter to close at 1270.20 following a 3.7% increase in the first quarter. The NASDAQ Composite Index fell 7.2% during the second quarter to close at 2171.09, following a 6.1% increase in the first quarter. The NASDAQ rose 1.4% in 2005. The broad market Wilshire 5000 index closed at 12849.30, down 2.3% for the quarter. The Wilshire 5000 index reflected a gain of 4.6% for 2005. The average yields-to-maturity on the 20-year Treasury bond during the second quarter of 2006 were 5.22%, 5.35%, and 5.29%, respectively, for April, May, and June.

Housing Starts and Building Permits

New privately owned housing starts were at a SAAR of 1.850 million units in June, 5.3% below the revised May estimate and 11.0% below the June 2005 level. Single-family housing starts were 1.486 million which is 6.5% less than the May figure. An estimated 2.068 million privately owned housing units were started in 2005, 5.8% higher than in 2004, marking the highest construction volume since 1972. The SAAR of private housing units authorized by building permits was 1.862 million units in June, 4.3% below the revised May rate of 1.946 million units.

Summary and Outlook

Economic growth related to the second quarter of 2006 represented a noticeable decline from first quarter results. This decrease was not unexpected by economists, although first quarter GDP growth was relatively strong. Surveys of private sector economists suggest GDP is projected to grow at a 2.5% to 3.0% rate in the second half of 2006, short of the 4.1% growth achieved, on average, over the past two and a half years. In the first half of 2007, growth is expected to slow further to 2.7%. This deceleration in growth is expected to be at least partially due to a decline in the housing sector in 2006. Despite declining growth rates, the majority of economists (four out of five) do not foresee a recession in the near future. The Fed's outlook concurs with that of the private economists by suggesting lower, but still solid, growth for 2006 and 2007. Inflation readings were elevated during the second quarter, but inflation is not expected to be a major problem in 2006. Stock market trends are not on the whole expected to dramatically improve, but will likely provide total returns consistent with their long-term averages. The Fed is expected to discontinue raising the target for the federal funds rate. If rates are increased too far, the economy could slip into recession. The goal is for interest rates to be at a low enough level to continue to spur expansion, while keeping inflation fears low.

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INDUSTRY OUTLOOK

Industry information has been provided by "First Research".

Industry Overview

About 130,000 insurance agency and broker offices in the US generate annual revenues of $85 billion. Large companies include Marsh & McLennan, Arthur J. Gallagher, and Aon. Despite the prominence of large companies in the commercial segment, the industry remains highly fragmented: the largest 50 firms only hold 20 percent of the total market. The average office has five employees and generates less than a million dollars in annual revenue. An insurance agent works on the insurance company's behalf; an insurance broker on the customer's behalf. Many companies on the commercial side function mainly as brokers.

Competitive Landscape

Demand is related to consumer income and the volume of commercial activity. The profitability of individual agencies depends on effective marketing. Large agencies have advantages in name recognition, connections with more insurers, and the ability to craft more complex insurance packages. Small agencies can compete successfully by specializing in a product, industry, or market. Average annual revenue per employee is close to $200,000.

Products, Operations & Technology

The three broad categories of insurance are property and casualty (P/C), which generates about 60 percent of annual industry revenue; health, about 12 percent; and life, which generates 10 percent. Within the P/C segment, commercial insurance accounts for 60 percent of revenue. Because of the very different insurance issues involved in each, many agencies handle only one type of insurance. Agencies may also specialize in selling to individuals, businesses, or groups. Agencies that sell to individuals may provide highly personalized service.

P/C insurance includes auto (40 percent); homeowners'; commercial; workers' compensation; and other liability coverage. With these types, especially in the commercial segment, agencies frequently provide various fee services such as claims adjustment, risk assessment, and premium collection in addition to selling policies. Health insurance is sold primarily to companies or groups, but individual supplemental policies have become more popular in recent years as managed care providers have limited their coverage. Agencies that sell health insurance often offer administrative and consulting services in the employee benefit field.

Agencies selling life insurance essentially specialize in personal financial and retirement planning, and sell other investment products such as annuities. Annuities (fixed, variable, deferred, and payout) are an insurance product that essentially functions as a financial investment. Annuities generate more annual revenue for life insurance companies than do regular life insurance sales.

Agency agreements with insurance companies allow agents to bind insurance coverage on the company's behalf and specify the commission the agency receives from policies. Agencies usually have agreements with multiple insurance companies, although some work exclusively with one company and are essentially franchisees. Typically, agencies receive a large percentage of the initial premium from a new policy and a smaller percentage from renewal premiums, but the compensation formula varies according to the policy premium schedule. Brokers work on behalf of their customers, soliciting bids from several insurers, and are used extensively in the commercial segment of the industry. Broker compensation is through fees from the customer, although in some cases brokers may also receive commissions from insurers.

Sales & Marketing

Agencies that sell products to individuals depend heavily on referrals from existing customers and from accountants, real estate agents, stock brokers, and financial planners. Because of the very personal and local aspect of the business, even large agencies work through small local offices. Agencies that sell or broker commercial or group health insurance typically use a direct sales force, advertise in local business publications, and may sponsor local business events. Large agencies also may have a national sales force that serves large corporations with national or international locations.

Finance & Regulation

Agencies may have a large cash flow because they collect premiums from policyholders for forwarding to insurers. Receivables may also be high because insurance coverage starts before premiums are paid. Insurance companies and agencies are regulated by individual states. Individual insurance agents must be licensed by the state. The Gramm-Leach-Bliley Financial Services Modernization Act of 1999 has sharply affected the insurance industry by allowing the combination of insurance and other financial services firms under a holding company structure. The Act has effectively allowed banks and brokerage firms to market insurance products sold by their affiliates, and vice versa.

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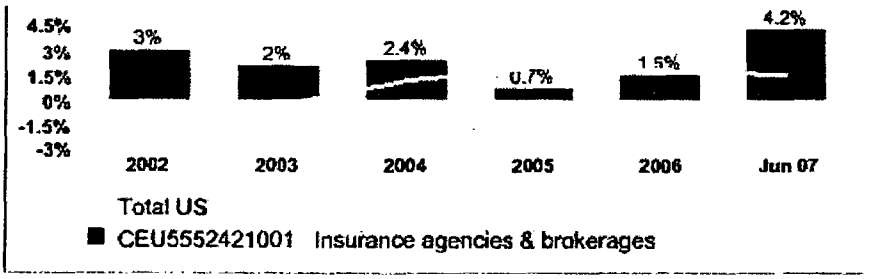
Regional & International Issues

The volume of locally generated insurance is related to economic and population growth. In recent years, the states with the highest population growth were Nevada, Arizona, and Florida; states with the lowest growth were Massachusetts, New York, and Ohio.

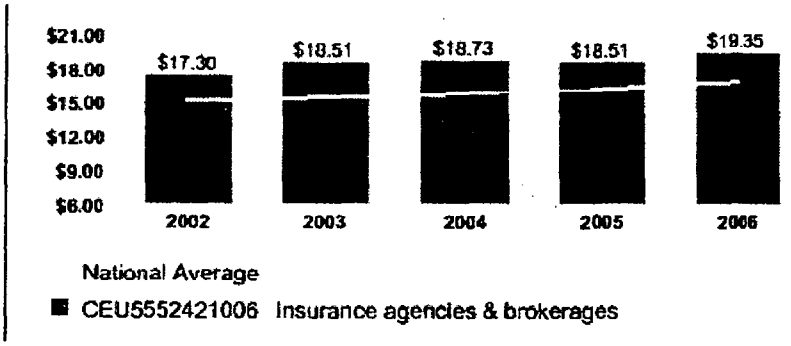
Human Resources

Jobs with insurance agencies are of two types, clerical and sales. Clerical jobs require computer skills, while sales jobs often require sophisticated financial knowledge. Most insurance agents receive a large portion of income from commissions on sales. Average hourly wages are around 19 percent above the national wage. The availability of insurance policies over the Internet and the new competition from banks and brokerages have limited the number of new agency jobs in the past few years.

Industry Employment Growth
Bureau of Labor Statistics

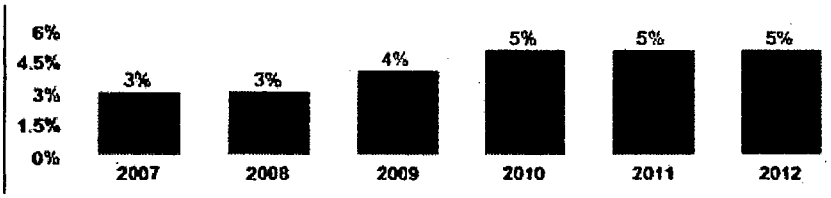


Average Hourly Earnings & Annual Wage Increase
Bureau of Labor Statistics



Industry Forecast

The output of US insurance agencies, brokerages, and related services is forecast to grow at an annual compounded rate of 4.5 percent between 2007 and 2012.



Insurance Agents, Brokers, Services Growth Strengthens First Research forecasts are based on INFORUM forecasts that are licensed from the Interindustry Economic Research Fund, Inc. (IERF) in College Park, MD. INFORUM's "interindustry-macro" approach to modeling the economy captures the links between industries and the aggregate economy.

FINANCIAL REVIEW

An essential step in the valuation process of a company is the analysis of its financial performance over a period of time. Analyzing a company's financial statements provides us with information regarding its historical growth, liquidity, leverage and profitability, all of which impact the value of the company. The following sections of this report examine LHI's balance sheets, income statements and financial ratios. In addition, LHI's financial performance is compared to its peers in the industry (Insurance Agencies and Brokerages - SIC Code 6411, using Integra Information, a division of Microbilt Corporation).

Frequently, the appraisal of closely-held entities requires "normalizing" or "recasting" the historical financial statements. This is done to provide a true economic view of the company. We have made the adjustments discussed later in this section. The results of our financial analysis will assist in arriving at an opinion of the fair market value of the Company.

Balance Sheets

Exhibit 1 presents the Company's historical balance sheets for the years 2002 through 2006, and Exhibit 2 presents common size balance sheets for the same period. Common size balance sheets express asset and liability accounts as a percent of total assets.

At August 31, 2006, LHI reported total assets of $1,430,802. Current assets totaled $1,322,400 or 92.4% of total assets. Over the past five years, current assets have comprised 18.9% to 98.3% of total assets.

At August 31, 2006, current liabilities amounted to $328,072, representing 22.9% of total liabilities and stockholders' equity. Over the past five years current liabilities have comprised 154.1% to 7.4% of total liabilities and stockholders' equity.

At August 31, 2006, LHI had total liabilities of $559,822 and total stockholders' equity of 870,980. Retained earnings was ($96.033) in 2002 and ($140,619) at August 31, 2006.

Income Statements

Exhibit 3 presents the Company's historical income statements for the years 2002 through 2006, and Exhibit 4 presents common size income statements for the same period. Common size income statements show each income and expense account as a percentage of sales.

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The Company's unadjusted historical sales and net income for the five years ended August 31, 2006 are as follows:

	Sales	Net Income (Loss)
2002	204,000	(112,000)
2003	4,035,000	(264,000)
2004	183,000	(873,000)
2005	2,493,000	161,000
2006	4,558,000	933,000

From 2002 through 2006, LHI's sales and net income have been inconsistent, highlighting the uncertainties in this segment of the insurance industry.

Tax Effecting S Corporation Earnings

As LHI is an S corporation for income tax purposes, net income presented above does not include any income tax expense. An ongoing valuation issue is the appropriateness of tax affecting the earnings of S corporations or other such tax-favored entities such as limited liability companies or partnerships. Entities of this nature are "tax-favored" in that they do not pay income taxes on their "corporate-level" earnings. Taxes are paid only at the personal level of the shareholder or partner. This is in contrast to the situation of a C corporation where taxes are paid on the corporate earnings and then again on any dividends paid to shareholders. A commonly accepted business valuation practice in the past has been to "tax effect" such earnings from tax-favored entities by applying C corporation rates to the results obtained. However, a 1999 gift tax case (W. Gross, Jr., 78 TCM 201, Dec. 53,481(M), TC Memo. 1999-254), held that tax effecting S corporation earnings was not correct.

The Gross case is a case of great importance due to the fact that the vast majority of business appraisers, in using the income approach, adjust an S corporation's earnings for assumed taxes. The Gross case was not the ideal case to decide whether S corporation net income should be tax effected because the company paid out all of its earnings as distributions. A better argument could have been made in favor of the taxpayer's position if the company paid out only a portion of their earnings as distributions and reinvested the remainder of earnings back into the company in the form of capital expenditures and working capital increases.

Using the income valuation approach, most business appraisers opt to tax effect an S corporation's earnings (i.e., reduce for income taxes to result in after-tax earnings) using C

corporation income tax rates. Since LHI and any of its subsidiaries have never paid distributions, we have reduced LHI's pre-tax net income by C corporation income tax rates.

Income Statement Adjustments

We have made the following income statement adjustments:

1. Management has reclassified compensation expense originally recorded as a receivable.
2. Calculate corporate income tax expenses as discussed above. LHI is an S corporation for income tax purposes and thus pays no corporate income taxes. All items of income, gain or loss are passed through to the shareholders of LHI and are reported on their individual income tax returns.

Financial Ratios

Exhibits 5-9 present the adjusted balance sheet, income statement and selected financial ratios for the Company for the years 2002 – 2006. The Company's 2006 ratios are compared to the industry in Exhibit 10. We have used Integra Information (a division of Microbilt Corporation) to compare the industry average to LHI for 2006.

Liquidity ratios indicate the ability of the Company to meet current obligations as they become due. The Company's average current ratio for the five years ending August 31, 2006 was 3.9 and for the year ended August 31, 2006 was 2.9. The industry average was 1.7. This indicates that LHI would be more likely to meet current obligations than the average company.

Profitability ratios reflect the returns earned by the Company. The Company's pre-tax return on sales has ranged from a low (478.0%) in 2004 to a high of 12.0% in 2006. Pre-tax return on sales for the industry in 2006 was 7.6%. The pre-tax return on assets for 2006 for LHI and the industry were 52.6% and 9.5%, respectively. This indicates that LHI was more profitable than the industry for 2006.

Activity ratios indicate how effectively a company is utilizing its assets. LHI's asset turnover was 4.4 times compared to the industry average of 1.3 times for 2006. This indicates that LHI is utilizing its assets more efficiently than the industry.

Coverage ratios indicate the ability of the Company to meet interest payments and leverage ratios indicate how much debt the Company has outstanding. Highly leveraged companies and companies with low coverage ratios are more vulnerable to business downturns. LHI had no interest expense for 2006, while the industry had a coverage ratio of 8.7 times.

VALUATION

There are three traditional approaches to valuation:

Income Approach
Market Approach
Asset Based Approach

Each of these approaches may be used to develop an indication of the fair market value of the entity; however, the appropriateness of these approaches varies with the type of business being valued.

Ultimately, valuation is a matter of informed judgment based upon a full consideration of all the facts and the purpose of the valuation. We have considered several methods in determining the value of LHI. These methods are discussed below.

INCOME APPROACH

The income approach establishes value by methods which discount or capitalize an anticipated future stream of benefits such as cash flow or earnings. The determination of value using the income approach is a two-step process. First, determine the ongoing earnings power of the Company, and second, select a rate at which to capitalize those earnings.

Normalized Income/Net Cash Flow to Equity

After analyzing LHI's adjusted income statements, we believe the twelve months ended August 31, 2006 to be the most representative of the Company's operations. After August 31, 2006, management expects sustainable future growth to occur at 4%.

As we are valuating a minority interest, we have not made any adjustments that a minority interest holder could not cause to happen. Thus, net income used to determine value under the income approach is minority net income rather than control net income. This being the case, no minority interest discount is warranted.

Capitalization Rate

We have used the build-up method in the development of the capitalization rate. The build-up method presumes that a company's discount rate, and thus, its capitalization rate, is comprised of various identifiable risk factors that, when added together, result in the total return that an investor would expect and demand from the purchase of the company. The factors used in the build-up method are:

Risk free rate: The risk-free rate or safe rate is the return an investor could obtain from a low-risk investment. Generally, the safe rate is determined by selecting a U.S. Treasury

security. We have selected the 20-year Treasury bond yield closest to the valuation date. This rate is 4.95%.

Equity risk premium: This premium reflects the rate of return investors are receiving to compensate for the perceived risk in investing in corporate equity securities in excess of the return for a risk-free security. Our equity risk data comes from the annual study, "Stocks, Bonds, Bills and Inflation" by Ibbotson Associates. Equity risk premium for the long-horizon is large company stock total returns minus long-term government bond income returns. This premium is 7.08%.

Risk premium for size: This premium is warranted due to the difference in size between the subject company and publicly-traded stock. The Ibbotson Associates study found a 6.36% difference in total returns between large company stocks and those in the 10th decile (market capitalization of less than $265 million).

Specific company risk: The specific company risk is associated with the specific business and industry in which the company operates. We have considered various risk factors including:

1. Industry Outlook
2. General Economic Conditions
3. The Company's Financial Risk
4. Diversification of the Company's Operations
5. Depth of Management
6. Geographic Location
7. Other Operational Characteristics

The determination of the specific company risk premium requires the judgment of the valuator. According to the Guide to Business Valuations in paragraph 510.16 "...the additional adjustments for size and other risk factors for a small company may range from 3% to 15%. However, the adjustments may be less or greater than this range. This risk range is in addition to the average market return. We have added a 3% specific company risk premium.

The specific company risk and the premium for size total 9.36% which is within the 3% to 15% range, and thus, considered reasonable.

Key person discount: Key person discounts are based on the premise that the contribution of an individual (or small group of individuals) to a business is so significant that it is almost

certain that present and future earnings levels would be adversely affected by their loss. This is not an unusual situation in many smaller closely-held companies. Revenue Ruling 59-60 deals with this issue by stating: "The loss of the manager for a so-called one-man business may have a depressing effect upon the value of the stock of such business, particularly if there is a lack of trained personnel capable of succeeding to the management of the enterprise."

A key person discount is appropriate for Ted S. Bernstein and William Stansbury because they maintain the close relationships with funding sources and insurance companys, along with specialized knowledge of the intricacies of premium financing. Therefore, since Mr. Bernstein and Mr. Stansbury are the significant revenue and profit generators for LHI, we have added 10% for a key person discount.

Growth rate: The capitalization of earnings method uses a single annual earnings amount. A company's capitalization rate is usually derived from its discount rate. The capitalization rate is normally derived by subtracting a company's expected average annual compound growth rate from its discount rate. This growth rate should include both price increases (relating to inflation) and volume growth. The Federal Reserve Bank of Philadelphia estimates the long-term inflation rate and the long-term GDP growth rate to be 2.5% and 3.2% respectively. Based upon these factors and the company's historical growth over the past five years, we subtracted 4% for LHI's long-term growth rate.

Risk-Free Rate	+4.95%
Equity Risk Premium	+7.08%
Average Market Return	=12.03%
Risk Premium for Size	+6.36%
Specific Company Risk Premium	+5.00%
Key Person Discount	+10.00%
Net Cash Flow Discount Rate	=33.39%
Growth Rate	-4.00%
Net Cash Flow Capitalization Rate	=29.39%
(Rounded)	29.00%

Determination of Value Using the Income Approach: The estimate of value under the income approach is $1,206,000 (rounded). This was derived by increasing the normalized average earnings of $336,342 by a growth rate of 4% and dividing by the capitalization rate of 29.0%.

MARKET APPROACH

The market approach attempts to estimate value by drawing comparisons using valuation multiples of similarly traded companies to the subject Company. The market approach allows us to apply empirical evidence of value using similarly traded companies in the marketplace.

The market approach employs the following methods:

- The guideline method, which uses publicly traded companies in an industry similar to the subject Company. Valuation multiples such as earnings, sales and EBITDA are used to imply a value for the subject Company. The guideline public company method is most appropriate when valuing a minority interest; however, it can be used to value a controlling interest after appropriate consideration is given for a control premium.

- The comparative transaction method of non-public companies utilizing sources such as Pratt's Stats and the Institute of Business Appraisers database. Again, multiples such as price to sales and price to earnings multiples are used to estimate value.

- The merger and acquisition method available from Mergerstat Review, which develops multiples based upon mergers and acquisitions of public companies within the subject Company's industry. The merger and acquisition method is often an indication of investment value where a synergy exists for the buyer.

There were no public companies found that were considered to be suitable comparatives under the guideline method, nor any found using the merger and acquisition method.

We next reviewed sales of non-public companies (comparative transaction method) utilizing Pratt's Stats and the Institute of Business Appraisers database. Pratt's Stats database reported eight transactions, however only two occurred in Florida, both with sales under $250,000. The Institute of Business Appraisers database reported forty four transactions in Florida, however

only two had annual sales over $1,500,000. Due to the unavailability of comparable transactions, we have not utilized these methods.

ASSET BASED APPROACH

The asset approach assumes that the value of a company is the fair market value of its net assets. Net asset value is defined as the differences between the value of all assets and liabilities. The asset based approach assumes the value of the underlying assets will be realized through their sale. Normally, this approach is more appropriate in valuing a controlling interest rather than a minority interest. Thus, if an owner does not have the ability to force the sale of partnership assets or its liquidation, the asset based approach is generally not applicable. An owner of six non-voting common shares does not possess the ability to force a sale of corporate assets or its liquidation and therefore, the asset based approach was not used.

DISCOUNT FOR LACK OF MARKETABILITY

A lack of marketability discount is available to reflect the fact that stock of a closely held business is not as liquid as its publicly traded counterpart. The concept of liquidity relates to the ease and quickness of converting an ownership interest to cash if the owner chooses to sell. An interest in a business is worth more than an interest in a comparable business that is not readily marketable.

Because LHI is a private and closely held corporation, its stockholders do not have access to an active, public market in the company's shares. As a result, LHI stock must be discounted for this lack of marketability.

SEC Accounting Release No. 113 specifically points out that the discount for lack of marketability is frequently substantial:

> Restricted securities are often purchased at a discount, frequently substantial, from the market price of outstanding unrestricted securities of the same class. This reflects the fact that securities which cannot be readily sold in the public marketplace are less valuable than securities which can be sold, and also the fact that by the direct sale of restricted securities, sellers avoid the expense, time and public disclosure which registration entails.

Over the past 25 years, restricted (letter stock) stock studies and studies of initial public offerings have been conducted to quantify the discount for lack of marketability associated with interests in closely held businesses.

Restricted (letter stock) stocks are identical to the freely traded stocks of public companies except they are restricted from trading on the open market for a certain period of time. Marketability is the sole difference between a letter stock and its freely traded counterpart. Although these studies have been conducted over a number of years, the results have been similar.

A summary of these studies is as follows:

Study	Years Covered in Study	Average Discount (%)
SEC Overall Average	1966-1969	25.8
SEC Nonreporting OTC Companies	1966-1969	32.6
Gelman	1968-1970	33.0
Trout	1968-1972	33.5
Moroney	unspecified	35.6
Maher	1969-1973	35.4
Standard Research Consultants	1978-1982	45.0
Willamette Management Associates	1981-1984	31.2
Silber Study	1981-1989	34.0
FMV Study	1979-April 1992	23.0
Management Planning, Inc.	1980-1996	27.1

Source: Valuing a Business, Shannon Pratt, 2000, p. 404.

Initial public offering (IPO) studies seek to determine the level of discount for lack of marketability for private companies prior to public offering. John Emory, ASA of Robert W. Baird & Co., has performed eight IPO studies, the first in 1981 and the most recent in 1997. He states that "it was my thought that if I could relate the prices at which private transactions took place before the IPO to the price at which the stock was offered subsequently to the public, I would be able to gauge in a somewhat objective way, the value of marketability."

The 1997 "Emory" study indicates that transactions took place at a 43% mean discount from the price at which the stock subsequently came to market. The results of this study are consistent with Emory's findings in prior years.

In summarizing the 1997 study Emory asks the question, "If the kinds of discounts found in the above studies are appropriate for promising situations where marketability is probable, but not a certainty, how much greater should discounts be for the more typical company's stock that has no marketability, little if any chance of ever becoming marketable, and is in a neutral to unpromising situation?"

Study	Number of IPO Prospectuses Reviewed	Number of Qualifying Transactions	Discount	
			Mean	Median
1995-1997	732	91	43%	42%
1994-1995	318	46	45%	45%
1992-1993	433	65	45%	44%
1990-1992	266	35	42%	40%
1989-1990	157	23	45%	40%
1987-1989	98	27	45%	45%
1985-1986	130	21	43%	43%
1980-1981	97	13	60%	66%
All 8 Studies	2,241	310	44%	43%

Source: Business Valuation Review, September, 1997

It is apparent from the various studies that a lack of marketability discount in the range of 35-40% is near the average. While these studies provide guidance with which to begin an analysis, it is important to understand that the circumstances of each case be examined to arrive at an appropriate discount.

The following factors need to be considered in determining marketability discount using a benchmark analysis:

Dividend Paying History and Capacity – The higher the dividend paying capacity and the higher the willingness to pay dividends, the lower the discount for marketability.

Restrictions on Transfers – The fewer restrictions placed on the transfer of stock, the lower the discount for lack of marketability.

Prospects of Going Public, Sale of Company or Acquisition by Another Company – The greater the prospects of an IPO issue, a sale of the company or being acquired, the lower the discount for lack of marketability.

Size of Block – The smaller the size of the block of stock the less attractive to an investor, thus, a greater discount to lack of marketability.

Buy-Sell Agreement – The existence of a buy-sell agreement which provides a market for the stock will reduce the discount for lack of marketability.

Growth Prospects – The better the prospects for growth of the company and the industry, the lower the discount or lack of marketability.

The following chart applies the factors discussed above to the subject stock to determine the appropriate discount for lack of marketability.

FACTORS	EFFECT UPON DISCOUNT	AS THEY APPLY TO LIC HOLDING, INC.
1) Dividend paying capacity and history	Neutral	LHI has not paid dividends since its inception.
2) Restriction on transfers	Decrease	There are no restrictions on transferability of stock. Thus, a shareholder may sell his interest to outside parties, which increases its marketability.
3) Prospect of either public offering, sale of partnership or acquisition by another	Neutral	LHI has no immediate plans of going public or a sale of the business
4) Size of block	Increase	The interest being valued is a minority interest ownership, which is less marketable than a majority ownership.
5) Buy-sell agreement	Neutral	There is no buy-sell agreement that would require a sale of subject interest upon the happening of a certain event, nor is there any liquidity provided due to the lack of such an agreement.
6) Growth prospects for Company	Decrease	LHI projects 4% annual growth for the foreseeable future. Thus, growth potential exists for LHI.

Based upon the above factors and assigning a weight of 5% to each factor, we arrive at a 30% marketability discount as follows:

Standard benchmark	**35.0%**
Dividend paying capacity	-
Restrictions on transfer	(5.0%)
Prospect of IPO, sale of Company or acquisition by another company	-
Size of block	5.0%
Buy-sell agreement	-
Growth prospects	(5.0%)
	30.0%

In addition to the use of a benchmark analysis, we have utilized the Management Planning, Inc. (MPI) restricted stock study which provides a correlation between the size of the discount and the attributes of the business in helping to quantify the discount for lack of marketability for LHI.

Management Planning, Inc.
Restricted Stock Study
1980 - 1995
Clear Confirming Tendency Observed

		First Quartile	Second Quartile	Third Quartile	Fourth Quartile	
Revenues						
(Ranked highest to	Median	17.9%	27.1%	31.5%	35.4%	Higher revenues,
lowest)	Mean	21.3%	24.7%	31.0%	34.3%	lower discount
Earnings						
(Ranked highest to	Median	15.9%	28.4%	32.7%	40.2%	Higher earnings,
lowest)	Mean	18.1%	28.3%	30.2%	35.1%	lower discount
Market/Price Per Share						
(Ranked lowest to	Median	24.10%	22.20%	26.60%	35.70%	Higher price, lower
highest)	Mean	23.78%	24.54%	26.60%	36.25%	discount
Price Stability						
(Ranked highest to	Median	34.2%	29.7%	18.4%	19.5%	Lower stability,
lowest)	Mean	34.8%	33.0%	19.7%	22.8%	higher discount
Earnings Stability						
(Ranked highest to	Median	16.1%	29.0%	30.8%	41.3%	Higher earnings
lowest)	Mean	17.0%	29.7%	27.8%	37.7%	stability, lower discount

The following chart compares various financial attributes of LHI to the MPI restricted stock study and summarizes those discounts (using median discounts) and averages them with our benchmark analysis:

Management Planning, Inc. Study	
Revenues	
4th Quartile	
($3.2M to $8.7M)	35.40%
Earnings	
4th Quartile	
($.099M to $.385M)	40.20%
Average	37.80%
Benchmark Analysis	30.00%
Average (rounded)	34.00%

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Using an average of the MPI study and the benchmark analysis, we have determined that the discount for lack of marketability should be 34.00%.

DISCOUNT FOR LACK OF VOTING RIGHTS

There are six non-voting common shares being valued. While minority and lack of marketability discounts can be sizable in certain circumstances, this might not be true for a non-voting discount. Typically, what is being gifted in non-voting form is a small minority interest. For valuation purposes, assume instead that a small voting minority interest had been gifted. The fact that the small voting minority interest has voting rights does not, in fact, give it much more clout than the same small non-voting interest. Except in unusual circumstances (such as swing block) the limited number of votes of the small voting share block means its holder can't affect the outcome of a vote any more than can the holder of a small, non-voting interest. In reality, there can be and usually are discounts for non-voting shares. However, objective market-based data indicates that these discounts are generally limited as compared to the values for small voting minority interests.

In "Stock Price Premiums for Voting Rights Attributable to Minority Interests" (*Business Valuation Review, December 1991*), a study of 43 public companies with voting and non-voting shares (which were otherwise identical) found the average discount for non-voting status to be 3.66%. After adjustments for certain outlying values, the study found the average implied discount for the remaining 33 companies to be approximately 2.34%. Therefore, we have applied a 2% discount for lack of voting rights.

VALUATION SUMMARY

Based upon our analysis, it is our opinion that the fair market value of LHI should be determined by assigning 100% to the income approach.

No weight has been given to the market approach, as a sufficient number of suitable guideline companies, or comparative transactions were not available to make this approach reliable.

No weight was given to the asset approach, as this approach is more appropriate for holding companies rather than operating companies, and a minority interest holder cannot force a sale of corporate assets or a liquidation of LHI.

Exhibit 11 presents our opinion of the fair market value of six non-voting common shares in LHI as of September 1, 2006, to be $9,400.

APPENDIX A
STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This valuation is subject to the following assumptions and limiting conditions.

1. Information, estimates, and opinions contained in this report are obtained from sources considered reliable; however, Goldstein Lewin & Co. has not independently verified such information, and no liability for such sources is assumed by us.

2. LIC Holdings, Inc. and its representatives warranted to us that the information they supplied was complete and accurate to the best of their knowledge. Information supplied by management has been accepted as correct without further verification, (and we express no opinion on that information).

3. Possession of this report, or a copy thereof, does not carry with it the right of publication of all or part of it, nor may it be used for any purpose by anyone but the client without the previous written consent of the client or us and, in any event, only with proper attribution.

4. We are not required to give testimony in court, or be in attendance during any hearings or depositions, with reference to the company being valued, unless previous arrangements have been made.

5. The various estimates of value presented in this report apply to this valuation only and may not be used out of the context presented herein. This valuation is valid only for the purpose or purposes specified herein. This report is valid only for the effective date specified herein.

6. This valuation assumes that the company will continue to operate as a going concern, and that the character of its present business will remain intact.

7. The valuation contemplates facts and conditions existing as of the valuation date. Events and conditions occurring after that date have not been considered, and we have no obligation to update our report for such events and conditions.

8. We have assumed that there is full compliance with all applicable federal, state, and local regulations and laws unless otherwise specified in this report.

9. Neither the professionals who worked on this engagement nor the partners of Goldstein Lewin & Co. have any present or contemplated future interest in the LIC Holdings, Inc., or any personal interest with respect to the parties involved, or any other interest that might prevent us from performing an unbiased valuation. Our compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.

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10. No investigation of titles to property or any claims on ownership of the property by any individuals or company has been undertaken. Unless otherwise stated in our report, title is assumed to be clear and free of encumbrances and as provided to the appraiser.

11. Unless otherwise provided for in writing and agreed to by both parties in advance, the extent of the liability for the completeness or accuracy of the data, opinions, comments, or conclusions shall not exceed the amount paid to Goldstein Lewin & Co. for professional fees and, then, only to the party or parties for whom this report was originally prepared.

12. No opinion is intended to be expressed for matters that require legal or other specialized expertise, investigation, or knowledge beyond that customarily employed by appraisers valuing businesses.

APPENDIX B
SOURCES OF INFORMATION RELIED UPON IN THIS VALUATION

1. LIC Holdings, Inc. Articles of Incorporation, including amendment.
2. LIC Holdings, Inc. By-Laws.
3. Fishman, Pratt, et al., Guide to Business Valuations, Practitioners Publishing Co., 2004.
4. Pratt, Shannon P. Valuing a Business, 4th edition, Dow-Jones-Irwin, 2000.
5. Internal Revenue Service Ruling 59-60, as amended by subsequent rulings.
6. Federal income tax returns for the years ended 2002 through 2006.
7. Ibbotson Associates, "2006 Stocks, Bonds, Bills and Inflation."
8. Integra Information, a division of Microbilt Corporation.
9. Annual reports and recent 10-K filings for guideline companies.
10. Market research from "First Research".
11. Pratt's Stats and the Institute of Business Appraisers databases.
12. The primary sources for the economic update are the Department of Commerce, the Department of Labor's Bureau of Labor Statistics and the Conference Board. Information from major economic indicator press releases and data from the "Survey of Current Business" and from the STAT-USA Internet website account for the majority of the statistical content. In addition, we have reviewed articles form the financial press and other media in order to gain additional perspective regarding economic activity.

BARRON'S (The Dow Jones Business and Financial Weekly)

- May 8, 2006 "Barron's Market Laboratory, Indexes' P/Es and Yields," p.M54, and "Weekly Bond Statistics," p.M56.
- June 5, 2006 "Barron's Market Laboratory, Indexes' P/Es and Yields," p.M54, and "Weekly Bond Statistics," p.M56.
- July 3, 2006 "Barron's Market Laboratory, Indexes' P/Es and Yields," p.M54, and "Weekly Bond Statistics," p.M56.

13. Other pertinent information deemed necessary to render this valuation opinion.

EXHIBIT 1

LIC HOLDINGS, INC
Historical Balance Sheet Summary

For Year Ended December: (in $'s)	2002	2003	2004	2005	2006
Assets					
Current Assets					
Cash	$ 4,190	13,440	154,463	768,150	443,848
Other Current Assets					
Loan Receivables	3,395	18,512	154,853	249,328	179,181
Stock Subscription Rec.	0	0	0	100	200
Note Receivable	0	0	0	0	279,090
Loan Rec. - Ted Bernstein	0	0	0	0	385,831
Loan Rec. - Aim - APS Acc	0	0	0	0	7,500
Loan Rec. - Aim - Mgnt	0	0	0	0	750
Loan Rec. - Cambridge	0	0	0	0	26,000
Payroll Taxes Rec.	0	15,225	0	0	0
Total Other Current Assets	3,395	33,737	154,853	249,428	878,552
Total Current Assets	7,585	47,177	309,316	1,017,578	1,322,400
Fixed Assets					
Property, Plant, & Equipment	41,892	55,368	55,369	60,184	97,654
Other Fixed Assets					
Accumulated Depreciation	-14,151	-29,815	-37,172	-47,219	-87,172
Amortization	866	866	866	866	866
Accumulated Amortization	-173	-346	-519	-692	-807
Total Other Fixed Assets	-13,458	-29,295	-36,825	-47,045	-87,113
Total Fixed Assets	28,434	26,073	18,544	13,139	10,541
Other Assets					
Deposits	4,070	4,255	4,255	4,255	4,255
Other					
Proprietary Estate Prog.	0	0	0	0	93,606
Total Other	0	0	0	0	93,606
Total Other Assets	4,070	4,255	4,255	4,255	97,861
Total Assets	$ 40,089	77,505	332,115	1,034,972	1,430,802
Liabilities & Equity					
Current Liabilities					
Accounts Payable	$ 0	20,694	0	0	0
Other Current Liabilities					
Loan Payable	20,121	0	0	0	327,281
Payroll Taxes	14,801	373	2,315	35,329	0
Cash Overdraft	0	0	101,841	40,819	391
401k Payable	0	0	407,613	0	400
Total Other Current Liabilities	34,922	373	511,769	76,148	328,072
Total Current Liabilities	34,922	21,067	511,769	76,148	328,072
Long-Term Liabilities					
Other Long-Term Liabilities					
Loans From Shareholders	99,000	361,121	799,009	224,573	0
Loan Payable	0	53,500	253,000	881,058	750
Loan Payable - Arbitrage	0	0	0	1,000	201,000
Loan Payable - Natl. Serv	0	0	0	0	30,000
Total Other Long-Term Liabilities	99,000	414,621	1,052,009	1,106,631	231,750
Total Long-Term Liabilities	99,000	414,621	1,052,009	1,106,631	231,750
Total Liabilities	133,922	435,688	1,563,778	1,182,779	559,822
Stockholders Equity					

LIC HOLDINGS, INC
Historical Balance Sheet Summary

For Year Ended December: (in $'s)	2002	2003	2004	2005	2006
Common Stock	1,000	1,000	2,000	1,000	1,000
Paid-In Capital	1,000	1,000	0	924,241	1,010,199
Retained Earnings	-96,033	-360,383	-458,218	-329,481	22,040
Other Equity					
Capital Stock	200	200	200	300	400
Bal. at beg of year	0	0	-387,750	-775,645	-628,103
Net Inc. per books	0	0	-387,895	31,778	465,444
Total Other Equity	200	200	-775,445	-743,567	-162,259
Total Stockholders Equity	-93,833	-358,183	-1,231,663	-147,807	870,980
Total Liabilities & Equity	$ 40,089	77,505	332,115	1,034,972	1,430,802

EXHIBIT 2

LIC HOLDINGS, INC
Historical Balance Sheet as a Percent of Assets

For Year Ended December: (in %'s)	2002	2003	2004	2005	2006
Assets					
Current Assets					
Cash	10.5	17.3	46.5	74.2	31.0
Other Current Assets					
Loan Receivables	8.5	23.9	46.6	24.1	12.5
Stock Subscription Rec.	0.0	0.0	0.0	0.0	0.0
Note Receivable	0.0	0.0	0.0	0.0	19.5
Loan Rec. - Ted Bernstein	0.0	0.0	0.0	0.0	27.0
Loan Rec. - Aim - APS Acc	0.0	0.0	0.0	0.0	0.5
Loan Rec. - Aim - Mgnt	0.0	0.0	0.0	0.0	0.1
Loan Rec. - Cambridge	0.0	0.0	0.0	0.0	1.8
Payroll Taxes Rec.	0.0	19.6	0.0	0.0	0.0
Total Other Current Assets	8.5	43.5	46.6	24.1	61.4
Total Current Assets	18.9	60.9	93.1	98.3	92.4
Fixed Assets					
Property, Plant, & Equipment	104.5	71.4	16.7	5.8	6.8
Other Fixed Assets					
Accumulated Depreciation	-35.3	-38.5	-11.2	-4.6	-6.1
Amortization	2.2	1.1	0.3	0.1	0.1
Accumulated Amortization	-0.4	-0.4	-0.2	-0.1	-0.1
Total Other Fixed Assets	-33.6	-37.8	-11.1	-4.5	-6.1
Total Fixed Assets	70.9	33.6	5.6	1.3	0.7
Other Assets					
Deposits	10.2	5.5	1.3	0.4	0.3
Other					
Proprietary Estate Prog.	0.0	0.0	0.0	0.0	6.5
Total Other	0.0	0.0	0.0	0.0	6.5
Total Other Assets	10.2	5.5	1.3	0.4	6.8
Total Assets	100.0	100.0	100.0	100.0	100.0
Liabilities & Equity					
Current Liabilities					
Accounts Payable	0.0	26.7	0.0	0.0	0.0
Other Current Liabilities					
Loan Payable	50.2	0.0	0.0	0.0	22.9
Payroll Taxes	36.9	0.5	0.7	3.4	0.0
Cash Overdraft	0.0	0.0	30.7	3.9	0.0
401k Payable	0.0	0.0	122.7	0.0	0.0
Total Other Current Liabilities	87.1	0.5	154.1	7.4	22.9
Total Current Liabilities	87.1	27.2	154.1	7.4	22.9
Long-Term Liabilities					
Other Long-Term Liabilities					
Loans From Shareholders	247.0	465.9	240.6	21.7	0.0
Loan Payable	0.0	69.0	76.2	85.1	0.1
Loan Payable - Arbitrage	0.0	0.0	0.0	0.1	14.0
Loan Payable - Natl. Serv	0.0	0.0	0.0	0.0	2.1
Total Other Long-Term Liabilities	247.0	535.0	316.8	106.9	16.2
Total Long-Term Liabilities	247.0	535.0	316.8	106.9	16.2
Total Liabilities	334.1	562.1	470.9	114.3	39.1
Stockholders Equity					

LIC HOLDINGS. INC
Historical Balance Sheet as a Percent of Assets

For Year Ended December: (in %'s)	2002	2003	2004	2005	2006
Common Stock	2.5	1.3	0.6	0.1	0.1
Paid-In Capital	2.5	1.3	0.0	89.3	70.6
Retained Earnings	-239.5	-465.0	-138.0	-31.8	1.5
Other Equity					
Capital Stock	0.5	0.3	0.1	0.0	0.0
Bal. at beg of year	0.0	0.0	-116.8	-74.9	-43.9
Net Inc. per books	0.0	0.0	-116.8	3.1	32.5
Total Other Equity	0.5	0.3	-233.5	-71.8	-11.3
Total Stockholders Equity	-234.1	-462.1	-370.9	-14.3	60.9
Total Liabilities & Equity	100.0	100.0	100.0	100.0	100.0

EXHIBIT 3

LIC HOLDINGS, INC
Historical Income Statement Summary

For Year Ended December: (in $'s)	2002	2003	2004	2005	2006	Average
Sales						
Net Revenue	$ 203,580	4,034,680	182,723	2,493,091	4,557,924	2,294,400
Gross Profit	203,580	4,034,680	182,723	2,493,091	4,557,924	2,294,400
Operating Expenses						
Officers Compensation	0	1,552,500	0	210,000	0	352,500
Other Salaries & Wages	147,369	1,757,145	131,742	689,929	67,951	558,827
Rent	8,960	27,471	26,830	30,653	19,114	22,606
Payroll Taxes	7,401	67,074	9,912	33,510	5,699	24,719
Auto & Truck Expenses	9,697	26,223	23,798	33,243	15,541	21,700
Insurance	7,411	109,693	108,871	31,425	52,972	62,074
Selling Expenses	0	0	0	0	0	0
Professional Expense	0	0	0	0	0	0
Travel & Entertainment	0	3,926	31,727	58,140	37,137	26,186
Directors Fees	0	0	0	0	0	0
Pension & Profit Sharing	0	433,993	407,613	0	0	168,321
Depreciation & Amort.	0	0	0	0	0	0
Interest Expense	6,800	8,309	13,492	23,708	0	10,462
Other Operating Expenses						
Repairs & Maintenance	0	2,277	2,275	856	2,400	1,562
Licenses & Taxes	897	3,016	3,217	3,535	2,206	2,574
Depreciation	14,151	15,664	7,357	5,232	2,483	8,977
Advertising	0	6,282	2,000	425	4,880	2,717
Alarm & Guard Service	240	714	334	449	877	523
Amortization Expense	173	173	173	173	115	161
Bank Charges	178	1,930	4,724	3,212	1,136	2,236
Commissions	25,378	21,979	8,916	884,934	2,939,462	776,134
Computer Supplies & Exp	12,000	1,492	12,680	16,947	28,956	14,415
Convention Expenses	0	30,000	300	0	0	6,060
Contract Labor	0	0	0	2,525	6,500	1,805
Dues & Subscriptions	0	1,807	688	11,978	5,998	4,094
Education	0	259	3,057	160	0	695
Licenses & Fees	0	4,704	0	0	62	953
Legal & Accounting	12,468	27,325	27,376	37,508	130,185	46,972
Management Fees	0	76,000	0	150	10,000	17,230
Marketing	0	1,610	19,149	4,300	571	5,126
Meals & Entertainment	1,872	4,752	10,228	24,186	22,743	12,756
Miscellaneous Expense	1,928	0	0	0	682	522
Office Expense	10,497	10,603	25,868	34,547	39,762	24,255
Moving Expense	0	0	0	0	208	42
Postage	123	2,202	5,186	10,161	5,797	4,694
Printing & Supplies	0	7,654	1,573	2,598	24,068	7,179
Supplies	1,824	8,595	10,031	17,099	13,875	10,285
Telephone	9,843	16,328	18,373	26,153	17,748	17,689
Utilities	0	1,730	2,419	5,317	4,745	2,842
Temporary Help	125	0	500	669	0	259
Accounting fees	1,400	0	0	3,136	5,804	2,068
Consulting	21,011	5,365	6,075	18,929	92,758	28,828
Pension Plan Admin Fees	0	0	0	3,000	3,750	1,350
Charitable Contributions	300	5,780	3,612	4,675	1,640	3,201
Personal Portion of Auto	0	6,364	5,950	11,081	5,180	5,715
Penalties (Books)	0	0	0	2,046	7,400	1,889
Section 179 Expense	0	0	0	4,815	37,470	8,457
Outside Services	0	3,693	1,500	7,500	0	2,539
Equipment Rental	0	0	2,843	1,494	0	867
Royalty Fees	0	0	0	174,308	0	34,862
Legal & Professional Fees	10,398	14,487	110,838	117,114	17,320	54,031
Recruiting	0	5,750	5,250	0	0	2,200
Seminars	2,700	0	0	0	0	540
Employee Benefit Programs	0	42,502	0	0	0	8,500

LIC HOLDINGS, INC
Historical Income Statement Summary

For Year Ended December: (in $'s)	2002	2003	2004	2005	2006	Average
Total Other Operating Expenses	127,506	331,037	302,492	1,441,212	3,436,781	1,127,804
Total Operating Expenses	315,144	4,317,371	1,056,477	2,551,820	3,635,195	2,375,199
Income From Operations	-111,564	-282,691	-873,754	-58,729	922,729	-80,799
Other Income/Expense						
Convention Expenses	0	0	0	0	0	0
Management Fees	0	0	0	0	10,000	2,000
Interest - Wachovia Bank	0	18,340	274	477	0	3,818
Gross Royalty	0	0	0	174,308	0	34,862
Other Income	0	0	0	39,352	0	7,870
Portfolio Interest Income	0	0	0	5,107	0	1,021
Total Other Income/Expense	0	18,340	274	219,244	10,000	49,571
Earnings Before Tax	-111,564	-264,351	-873,480	160,515	932,729	-31,228
Income Tax Expense	0	0	0	0	0	0
Net Income/Loss	$ -111,564	-264,351	-873,480	160,515	932,729	-31,228

EXHIBIT 4

LIC HOLDINGS, INC
Historical Income Statement as a Percent of Sales

Year Ended December: (in %'s)	2002	2003	2004	2005	2006	Average
Sales						
Net Revenue	100.0	100.0	100.0	100.0	100.0	100.0
Gross Profit	100.0	100.0	100.0	100.0	100.0	100.0
Operating Expenses						
Officers Compensation	0.0	38.5	0.0	8.4	0.0	9.4
Other Salaries & Wages	72.4	43.6	72.1	27.7	1.5	43.4
Rent	4.4	0.7	14.7	1.2	0.4	4.3
Payroll Taxes	3.6	1.7	5.4	1.3	0.1	2.4
Auto & Truck Expenses	4.8	0.6	13.0	1.3	0.3	4.0
Insurance	3.6	2.7	59.6	1.3	1.2	13.7
Selling Expenses	0.0	0.0	0.0	0.0	0.0	0.0
Professional Expense	0.0	0.0	0.0	0.0	0.0	0.0
Travel & Entertainment	0.0	0.1	17.4	2.3	0.8	4.1
Directors Fees	0.0	0.0	0.0	0.0	0.0	0.0
Pension & Profit Sharing	0.0	10.8	223.1	0.0	0.0	46.8
Depreciation & Amort.	0.0	0.0	0.0	0.0	0.0	0.0
Interest Expense	3.3	0.2	7.4	1.0	0.0	2.4
Other Operating Expenses						
Repairs & Maintenance	0.0	0.1	1.2	0.0	0.1	0.3
Licenses & Taxes	0.4	0.1	1.8	0.1	0.0	0.5
Depreciation	7.0	0.4	4.0	0.2	0.1	2.3
Advertising	0.0	0.2	1.1	0.0	0.1	0.3
Alarm & Guard Service	0.1	0.0	0.2	0.0	0.0	0.1
Amortization Expense	0.1	0.0	0.1	0.0	0.0	0.0
Bank Charges	0.1	0.0	2.6	0.1	0.0	0.6
Commissions	12.5	0.5	4.9	35.5	64.5	23.6
Computer Supplies & Exp	5.9	0.0	6.9	0.7	0.6	2.8
Convention Expenses	0.0	0.7	0.2	0.0	0.0	0.2
Contract Labor	0.0	0.0	0.0	0.1	0.1	0.0
Dues & Subscriptions	0.0	0.0	0.4	0.5	0.1	0.2
Education	0.0	0.0	1.7	0.0	0.0	0.3
Licenses & Fees	0.0	0.1	0.0	0.0	0.0	0.0
Legal & Accounting	6.1	0.7	15.0	1.5	2.9	5.2
Management Fees	0.0	1.9	0.0	0.0	0.2	0.4
Marketing	0.0	0.0	10.5	0.2	0.0	2.1
Meals & Entertainment	0.9	0.1	5.6	1.0	0.5	1.6
Miscellaneous Expense	0.9	0.0	0.0	0.0	0.0	0.2
Office Expense	5.2	0.3	14.2	1.4	0.9	4.4
Moving Expense	0.0	0.0	0.0	0.0	0.0	0.0
Postage	0.1	0.1	2.8	0.4	0.1	0.7
Printing & Supplies	0.0	0.2	0.9	0.1	0.5	0.3
Supplies	0.9	0.2	5.5	0.7	0.3	1.5
Telephone	4.8	0.4	10.1	1.0	0.4	3.3
Utilities	0.0	0.0	1.3	0.2	0.1	0.3
Temporary Help	0.1	0.0	0.3	0.0	0.0	0.1
Accounting fees	0.7	0.0	0.0	0.1	0.1	0.2
Consulting	10.3	0.1	3.3	0.8	2.0	3.3
Pension Plan Admin Fees	0.0	0.0	0.0	0.1	0.1	0.0
Charitable Contributions	0.1	0.1	2.0	0.2	0.0	0.5
Personal Portion of Auto	0.0	0.2	3.3	0.4	0.1	0.8
Penalties (Books)	0.0	0.0	0.0	0.1	0.2	0.0
Section 179 Expense	0.0	0.0	0.0	0.2	0.8	0.2
Outside Services	0.0	0.1	0.8	0.3	0.0	0.2
Equipment Rental	0.0	0.0	1.6	0.1	0.0	0.3
Royalty Fees	0.0	0.0	0.0	7.0	0.0	1.4
Legal & Professional Fees	5.1	0.4	60.7	4.7	0.4	14.2
Recruiting	0.0	0.1	2.9	0.0	0.0	0.6
Seminars	1.3	0.0	0.0	0.0	0.0	0.3
Employee Benefit Programs	0.0	1.1	0.0	0.0	0.0	0.2

LIC HOLDINGS, INC
Historical Income Statement as a Percent of Sales

For Year Ended December: (in %'s)	2002	2003	2004	2005	2006	Average
Total Other Operating Expenses	62.6	8.2	165.5	57.8	75.4	73.9
Total Operating Expenses	154.8	107.0	578.2	102.4	79.8	204.4
Income From Operations	-54.8	-7.0	-478.2	-2.4	20.2	-104.4
Other Income/Expense						
Convention Expenses	0.0	0.0	0.0	0.0	0.0	0.0
Management Fees	0.0	0.0	0.0	0.0	0.2	0.0
Interest - Wachovia Bank	0.0	0.5	0.1	0.0	0.0	0.1
Gross Royalty	0.0	0.0	0.0	7.0	0.0	1.4
Other Income	0.0	0.0	0.0	1.6	0.0	0.3
Portfolio Interest Income	0.0	0.0	0.0	0.2	0.0	0.0
Total Other Income/Expense	0.0	0.5	0.1	8.8	0.2	1.9
Earnings Before Tax	-54.8	-6.6	-478.0	6.4	20.5	-102.5
Income Tax Expense	0.0	0.0	0.0	0.0	0.0	0.0
Net Income/Loss	-54.8	-6.6	-478.0	6.4	20.5	-102.5

EXHIBIT 5

LIC HOLDINGS, INC
Adjusted Balance Sheet Summary

For Year Ended December: (in $'s)	2002	2003	2004	2005	2006
Assets					
Current Assets					
Cash	$ 4,190	13,440	154,463	768,150	443,848
Other Current Assets					
Loan Receivables	3,395	18,512	154,853	249,328	179,181
Stock Subscription Rec.	0	0	0	100	200
Note Receivable	0	0	0	0	279,090
Loan Rec. - Aim - APS Acc	0	0	0	0	7,500
Loan Rec. - Aim - Mgnt	0	0	0	0	750
Loan Rec. - Cambridge	0	0	0	0	26,000
Payroll Taxes Rec.	0	15,225	0	0	0
Total Other Current Assets	3,395	33,737	154,853	249,428	492,721
Total Current Assets	7,585	47,177	309,316	1,017,578	936,569
Fixed Assets					
Property, Plant, & Equipment	41,892	55,368	55,369	60,184	97,654
Other Fixed Assets					
Accumulated Depreciation	-14,151	-29,815	-37,172	-47,219	-87,172
Amortization	866	866	866	866	866
Accumulated Amortization	-173	-346	-519	-692	-807
Total Other Fixed Assets	-13,458	-29,295	-36,825	-47,045	-87,113
Total Fixed Assets	28,434	26,073	18,544	13,139	10,541
Other Assets					
Deposits	4,070	4,255	4,255	4,255	4,255
Other					
Proprietary Estate Prog.	0	0	0	0	93,606
Total Other	0	0	0	0	93,606
Total Other Assets	4,070	4,255	4,255	4,255	97,861
Total Assets	$ 40,089	77,505	332,115	1,034,972	1,044,971
Liabilities & Equity					
Current Liabilities					
Accounts Payable	$ 0	20,694	0	0	0
Other Current Liabilities					
Loan Payable	20,121	0	0	0	327,281
Payroll Taxes	14,801	373	2,315	35,329	0
Cash Overdraft	0	0	101,841	40,819	391
401k Payable	0	0	407,613	0	400
Total Other Current Liabilities	34,922	373	511,769	76,148	328,072
Total Current Liabilities	34,922	21,067	511,769	76,148	328,072
Long-Term Liabilities					
Other Long-Term Liabilities					
Loans From Shareholders	99,000	361,121	799,009	224,573	0
Loan Payable	0	53,500	253,000	881,058	750
Loan Payable - Arbitrage	0	0	0	1,000	201,000
Loan Payable - Natl. Serv	0	0	0	0	30,000
Total Other Long-Term Liabilities	99,000	414,621	1,052,009	1,106,631	231,750
Total Long-Term Liabilities	99,000	414,621	1,052,009	1,106,631	231,750
Total Liabilities	133,922	435,688	1,563,778	1,182,779	559,822
Stockholders Equity					
Common Stock	1,000	1,000	2,000	1,000	1,000

LIC HOLDINGS, INC
Adjusted Balance Sheet Summary

For Year Ended December: (in $'s)	2002	2003	2004	2005	2006
Paid-In Capital	1,000	1,000	0	924,241	1,010,199
Retained Earnings	-96,033	-360,383	-458,218	-329,481	-363,791
Other Equity					
Capital Stock	200	200	200	300	400
Bal. at beg of year	0	0	-387,750	-775,645	-628,103
Net Inc. per books	0	0	-387,895	31,778	465,444
Total Other Equity	200	200	-775,445	-743,567	-162,259
Total Stockholders Equity	-93,833	-358,183	-1,231,663	-147,807	485,149
Total Liabilities & Equity	$ 40,089	77,505	332,115	1,034,972	1,044,971

EXHIBIT 6

LIC HOLDINGS, INC
Adjusted Balance Sheet as a Percent of Assets

For Year Ended December: (in %'s)	2002	2003	2004	2005	2006
Assets					
Current Assets					
Cash	10.5	17.3	46.5	74.2	42.5
Other Current Assets					
Loan Receivables	8.5	23.9	46.6	24.1	17.1
Stock Subscription Rec.	0.0	0.0	0.0	0.0	0.0
Note Receivable	0.0	0.0	0.0	0.0	26.7
Loan Rec. - Aim - APS Acc	0.0	0.0	0.0	0.0	0.7
Loan Rec. - Aim - Mgnt	0.0	0.0	0.0	0.0	0.1
Loan Rec. - Cambridge	0.0	0.0	0.0	0.0	2.5
Payroll Taxes Rec.	0.0	19.6	0.0	0.0	0.0
Total Other Current Assets	8.5	43.5	46.6	24.1	47.2
Total Current Assets	18.9	60.9	93.1	98.3	89.6
Fixed Assets					
Property, Plant, & Equipment	104.5	71.4	16.7	5.8	9.3
Other Fixed Assets					
Accumulated Depreciation	-35.3	-38.5	-11.2	-4.6	-8.3
Amortization	2.2	1.1	0.3	0.1	0.1
Accumulated Amortization	-0.4	-0.4	-0.2	-0.1	-0.1
Total Other Fixed Assets	-33.6	-37.8	-11.1	-4.5	-8.3
Total Fixed Assets	70.9	33.6	5.6	1.3	1.0
Other Assets					
Deposits	10.2	5.5	1.3	0.4	0.4
Other					
Proprietary Estate Prog.	0.0	0.0	0.0	0.0	9.0
Total Other	0.0	0.0	0.0	0.0	9.0
Total Other Assets	10.2	5.5	1.3	0.4	9.4
Total Assets	100.0	100.0	100.0	100.0	100.0
Liabilities & Equity					
Current Liabilities					
Accounts Payable	0.0	26.7	0.0	0.0	0.0
Other Current Liabilities					
Loan Payable	50.2	0.0	0.0	0.0	31.3
Payroll Taxes	36.9	0.5	0.7	3.4	0.0
Cash Overdraft	0.0	0.0	30.7	3.9	0.0
401k Payable	0.0	0.0	122.7	0.0	0.0
Total Other Current Liabilities	87.1	0.5	154.1	7.4	31.4
Total Current Liabilities	87.1	27.2	154.1	7.4	31.4
Long-Term Liabilities					
Other Long-Term Liabilities					
Loans From Shareholders	247.0	465.9	240.6	21.7	0.0
Loan Payable	0.0	69.0	76.2	85.1	0.1
Loan Payable - Arbitrage	0.0	0.0	0.0	0.1	19.2
Loan Payable - Natl. Serv	0.0	0.0	0.0	0.0	2.9
Total Other Long-Term Liabilities	247.0	535.0	316.8	106.9	22.2
Total Long-Term Liabilities	247.0	535.0	316.8	106.9	22.2
Total Liabilities	334.1	562.1	470.9	114.3	53.6
Stockholders Equity					
Common Stock	2.5	1.3	0.6	0.1	0.1

LIC HOLDINGS, INC
Adjusted Balance Sheet as a Percent of Assets

For Year Ended December: (in %'s)	2002	2003	2004	2005	2006
Paid-In Capital	2.5	1.3	0.0	89.3	96.7
Retained Earnings	-239.5	-465.0	-138.0	-31.8	-34.8
Other Equity					
Capital Stock	0.5	0.3	0.1	0.0	0.0
Bal. at beg of year	0.0	0.0	-116.8	-74.9	-60.1
Net Inc. per books	0.0	0.0	-116.8	3.1	44.5
Total Other Equity	0.5	0.3	-233.5	-71.8	-15.5
Total Stockholders Equity	-234.1	-462.1	-370.9	-14.3	46.4
Total Liabilities & Equity	100.0	100.0	100.0	100.0	100.0

EXHIBIT 7

LIC HOLDINGS, INC
Adjusted Income Statement Summary

For Year Ended December: (in $'s)	2002	2003	2004	2005	2006	Average
Sales						
Net Revenue	$ 203,580	4,034,680	182,723	2,493,091	4,557,924	2,294,400
Gross Profit	203,580	4,034,680	182,723	2,493,091	4,557,924	2,294,400
Operating Expenses						
Officers Compensation	0	1,552,500	0	210,000	385,831	429,666
Other Salaries & Wages	147,369	1,757,145	131,742	689,929	67,951	558,827
Rent	8,960	27,471	26,830	30,653	19,114	22,606
Payroll Taxes	7,401	67,074	9,912	33,510	5,699	24,719
Auto & Truck Expenses	9,697	26,223	23,798	33,243	15,541	21,700
Insurance	7,411	109,693	108,871	31,425	52,972	62,074
Selling Expenses	0	0	0	0	0	0
Professional Expense	0	0	0	0	0	0
Travel & Entertainment	0	3,926	31,727	58,140	37,137	26,186
Directors Fees	0	0	0	0	0	0
Pension & Profit Sharing	0	433,993	407,613	0	0	168,321
Depreciation & Amort.	0	0	0	0	0	0
Interest Expense	6,800	8,309	13,492	23,708	0	10,462
Other Operating Expenses						
Repairs & Maintenance	0	2,277	2,275	856	2,400	1,562
Licenses & Taxes	897	3,016	3,217	3,535	2,206	2,574
Depreciation	14,151	15,664	7,357	5,232	2,483	8,977
Advertising	0	6,282	2,000	425	4,880	2,717
Alarm & Guard Service	240	714	334	449	877	523
Amortization Expense	173	173	173	173	115	161
Bank Charges	178	1,930	4,724	3,212	1,136	2,236
Commissions	25,378	21,979	8,916	884,934	2,939,462	776,134
Computer Supplies & Exp	12,000	1,492	12,680	16,947	28,956	14,415
Convention Expenses	0	30,000	300	0	0	6,060
Contract Labor	0	0	0	2,525	6,500	1,805
Dues & Subscriptions	0	1,807	688	11,978	5,998	4,094
Education	0	259	3,057	160	0	695
Licenses & Fees	0	4,704	0	0	62	953
Legal & Accounting	12,468	27,325	27,376	37,508	130,185	46,972
Management Fees	0	76,000	0	150	10,000	17,230
Marketing	0	1,610	19,149	4,300	571	5,126
Meals & Entertainment	1,872	4,752	10,228	24,186	22,743	12,756
Miscellalneous Expense	1,928	0	0	0	682	522
Office Expense	10,497	10,603	25,868	34,547	39,762	24,255
Moving Expense	0	0	0	0	208	42
Postage	123	2,202	5,186	10,161	5,797	4,694
Printing & Supplies	0	7,654	1,573	2,598	24,068	7,179
Supplies	1,824	8,595	10,031	17,099	13,875	10,285
Telephone	9,843	16,328	18,373	26,153	17,748	17,689
Utilities	0	1,730	2,419	5,317	4,745	2,842
Temporary Help	125	0	500	669	0	259
Accounting fees	1,400	0	0	3,136	5,804	2,068
Consulting	21,011	5,365	6,075	18,929	92,758	28,828
Pension Plan Admin Fees	0	0	0	3,000	3,750	1,350
Charitable Contributions	300	5,780	3,612	4,675	1,640	3,201
Personal Portion of Auto	0	6,364	5,950	11,081	5,180	5,715
Penalties (Books)	0	0	0	2,046	7,400	1,889
Section 179 Expense	0	0	0	4,815	37,470	8,457
Outside Services	0	3,693	1,500	7,500	0	2,539
Equipment Rental	0	0	2,843	1,494	0	867
Royalty Fees	0	0	0	174,308	0	34,862
Legal & Professional Fees	10,398	14,487	110,838	117,114	17,320	54,031
Recruiting	0	5,750	5,250	0	0	2,200
Seminars	2,700	0	0	0	0	540
Employee Benefit Programs	0	42,502	0	0	0	8,500

LIC HOLDINGS, INC
Adjusted Income Statement Summary

For Year Ended December: (in $'s)	2002	2003	2004	2005	2006	Average
Total Other Operating Expenses	127,506	331,037	302,492	1,441,212	3,436,781	1,127,804
Total Operating Expenses	315,144	4,317,371	1,056,477	2,551,820	4,021,026	2,452,365
Income From Operations	-111,564	-282,691	-873,754	-58,729	536,898	-157,965
Other Income/Expense						
Convention Expenses	0	0	0	0	0	0
Management Fees	0	0	0	0	10,000	2,000
Interest - Wachovia Bank	0	18,340	274	477	0	3,818
Gross Royalty	0	0	0	174,308	0	34,862
Other Income	0	0	0	39,352	0	7,870
Portfolio Interest Income	0	0	0	5,107	0	1,021
Total Other Income/Expense	0	18,340	274	219,244	10,000	49,571
arnings Before Tax	-111,564	-264,351	-873,480	160,515	546,898	-108,394
Income Tax Expense	-42,952	-101,775	-336,290	61,798	210,556	-41,733
et Income/Loss	$ -68,612	-162,576	-537,190	98,717	336,342	-66,661

EXHIBIT 8

LIC HOLDINGS, INC
Adjusted Income Statement as a Percent of Sales

For Year Ended December: (in %'s)	2002	2003	2004	2005	2006	Average
Sales						
Net Revenue	100.0	100.0	100.0	100.0	100.0	100.0
Gross Profit	100.0	100.0	100.0	100.0	100.0	100.0
Operating Expenses						
Officers Compensation	0.0	38.5	0.0	8.4	8.5	11.1
Other Salaries & Wages	72.4	43.6	72.1	27.7	1.5	43.4
Rent	4.4	0.7	14.7	1.2	0.4	4.3
Payroll Taxes	3.6	1.7	5.4	1.3	0.1	2.4
Auto & Truck Expenses	4.8	0.6	13.0	1.3	0.3	4.0
Insurance	3.6	2.7	59.6	1.3	1.2	13.7
Selling Expenses	0.0	0.0	0.0	0.0	0.0	0.0
Professional Expense	0.0	0.0	0.0	0.0	0.0	0.0
Travel & Entertainment	0.0	0.1	17.4	2.3	0.8	4.1
Directors Fees	0.0	0.0	0.0	0.0	0.0	0.0
Pension & Profit Sharing	0.0	10.8	223.1	0.0	0.0	46.8
Depreciation & Amort.	0.0	0.0	0.0	0.0	0.0	0.0
Interest Expense	3.3	0.2	7.4	1.0	0.0	2.4
Other Operating Expenses						
Repairs & Maintenance	0.0	0.1	1.2	0.0	0.1	0.3
Licenses & Taxes	0.4	0.1	1.8	0.1	0.0	0.5
Depreciation	7.0	0.4	4.0	0.2	0.1	2.3
Advertising	0.0	0.2	1.1	0.0	0.1	0.3
Alarm & Guard Service	0.1	0.0	0.2	0.0	0.0	0.1
Amortization Expense	0.1	0.0	0.1	0.0	0.0	0.0
Bank Charges	0.1	0.0	2.6	0.1	0.0	0.6
Commissions	12.5	0.5	4.9	35.5	64.5	23.6
Computer Supplies & Exp	5.9	0.0	6.9	0.7	0.6	2.8
Convention Expenses	0.0	0.7	0.2	0.0	0.0	0.2
Contract Labor	0.0	0.0	0.0	0.1	0.1	0.0
Dues & Subscriptions	0.0	0.0	0.4	0.5	0.1	0.2
Education	0.0	0.0	1.7	0.0	0.0	0.3
Licenses & Fees	0.0	0.1	0.0	0.0	0.0	0.0
Legal & Accounting	6.1	0.7	15.0	1.5	2.9	5.2
Management Fees	0.0	1.9	0.0	0.0	0.2	0.4
Marketing	0.0	0.0	10.5	0.2	0.0	2.1
Meals & Entertainment	0.9	0.1	5.6	1.0	0.5	1.6
Miscellaneous Expense	0.9	0.0	0.0	0.0	0.0	0.2
Office Expense	5.2	0.3	14.2	1.4	0.9	4.4
Moving Expense	0.0	0.0	0.0	0.0	0.0	0.0
Postage	0.1	0.1	2.8	0.4	0.1	0.7
Printing & Supplies	0.0	0.2	0.9	0.1	0.5	0.3
Supplies	0.9	0.2	5.5	0.7	0.3	1.5
Telephone	4.8	0.4	10.1	1.0	0.4	3.3
Utilities	0.0	0.0	1.3	0.2	0.1	0.3
Temporary Help	0.1	0.0	0.3	0.0	0.0	0.1
Accounting fees	0.7	0.0	0.0	0.1	0.1	0.2
Consulting	10.3	0.1	3.3	0.8	2.0	3.3
Pension Plan Admin Fees	0.0	0.0	0.0	0.1	0.1	0.0
Charitable Contributions	0.1	0.1	2.0	0.2	0.0	0.5
Personal Portion of Auto	0.0	0.2	3.3	0.4	0.1	0.8
Penalties (Books)	0.0	0.0	0.0	0.1	0.2	0.0
Section 179 Expense	0.0	0.0	0.0	0.2	0.8	0.2
Outside Services	0.0	0.1	0.8	0.3	0.0	0.2
Equipment Rental	0.0	0.0	1.6	0.1	0.0	0.3
Royalty Fees	0.0	0.0	0.0	7.0	0.0	1.4
Legal & Professional Fees	5.1	0.4	60.7	4.7	0.4	14.2
Recruiting	0.0	0.1	2.9	0.0	0.0	0.6
Seminars	1.3	0.0	0.0	0.0	0.0	0.3
Employee Benefit Programs	0.0	1.1	0.0	0.0	0.0	0.2

LIC HOLDINGS, INC
Adjusted Income Statement as a Percent of Sales

For Year Ended December: (in %'s)	2002	2003	2004	2005	2006	Average
Total Other Operating Expenses	62.6	8.2	165.5	57.8	75.4	73.9
Total Operating Expenses	154.8	107.0	578.2	102.4	88.2	206.1
Income From Operations	-54.8	-7.0	-478.2	-2.4	11.8	-106.1
Other Income/Expense						
Convention Expenses	0.0	0.0	0.0	0.0	0.0	0.0
Management Fees	0.0	0.0	0.0	0.0	0.2	0.0
Interest - Wachovia Bank	0.0	0.5	0.1	0.0	0.0	0.1
Gross Royalty	0.0	0.0	0.0	7.0	0.0	1.4
Other Income	0.0	0.0	0.0	1.6	0.0	0.3
Portfolio Interest Income	0.0	0.0	0.0	0.2	0.0	0.0
Total Other Income/Expense	0.0	0.5	0.1	8.8	0.2	1.9
Earnings Before Tax	-54.8	-6.6	-478.0	6.4	12.0	-104.2
Income Tax Expense	-21.1	-2.5	-184.0	2.5	4.6	-40.1
Net Income/Loss	-33.7	-4.0	-294.0	4.0	7.4	-64.1

LIC HOLDINGS, INC
Adjusted Ratio Analysis

EXHIBIT 9

For Year Ended December:

	2002	2003	2004	2005	2006	Average
Growth						
Sales Growth	N/A	1,881.9	-95.5	1,264.4	82.8	783.4
Turnover						
Sales/Total Assets (X)	N/A	68.6	0.9	3.6	4.4	19.4
Before-Tax Profitability						
Return On Sales (%)	-54.8	-6.6	-478.0	6.4	12.0	-104.2
Return On Assets (%)	N/A	-449.6	-426.5	23.5	52.6	-200.0
Risk						
Current Ratio (X)	0.2	2.2	0.6	13.4	2.9	3.9
Interest Coverage (X)	-15.4	-30.8	-63.7	7.8	N/A	-20.4

EXHIBIT 10

LIC HOLDINGS, INC
Adjusted Comparative Analysis
For Year Ended December 2006

	Client	Industry	Difference
General			
Number of Companies	1.0	1,964.0	
Total Assets ($000's)	1,045.0	2,758.0	-1,713.00
Income Statement Items			
Annual Sales ($000's)	4,557.9	3,433.0	1,124.90
Income Before Tax as a % of Sales	12.0	7.6	4.40
Turnover Ratios			
Total Asset (X)	4.4	1.3	3.10
Profitability			
Pre-Tax Return on Assets (%)	52.6	9.5	43.10
Risk			
Current Ratio (X)	2.9	1.7	1.20
Interest Coverage Ratio (X)	0.0	8.7	-8.70

LIC HOLDINGS, INC.
VALUATION SUMMARY
SEPTEMBER 1, 2006

	Indicator	Weight	Product	Fair Market Value Six Shares Non-Voting
Income Approach	$ 1,206,000	100%	$ 904,500	
Freely Traded Per Share Value (500 Shares Outstanding)				$ 2,412.00
				x 6
				14,472
Discount for Lack of Marketability @ 34%				(4,920)
Discount for Lack of Voting Rights @ 2%				(191)
Six Non-Voting Common Shares				$ 9,361
			Rounded	$ 9,400

WILL OF

SIMON L. BERNSTEIN

Prepared by:

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

LAW OFFICES
TESCHER & SPALLINA, P.A.

CONFORMED COPY

WILL OF

SIMON L. BERNSTEIN

The original of this Will is being held in the safe deposit box of the law firm of Tescher & Spallina, P.A.

I, SIMON L. BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. I am a widower, but in the event that I marry subsequent to the execution of this Will, I specifically make no provision for my spouse. My children are TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if no child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. EXERCISE OF POWER OF APPOINTMENT

Under Subparagraph E.1. of Article II. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, (the "***Shirley Trust***"), I was granted a special power of appointment upon my death to direct the disposition of the remaining assets of the Marital Trust and the Family Trust established under the Shirley Trust. Pursuant to the power granted to me under the Shirley Trust, upon my death, I hereby direct the then serving Trustees of the Marital Trust and the Family Trust to divide the remaining trust assets into equal shares for my then living grandchildren and distribute said shares to the then serving Trustees of their respective trusts established under Subparagraph II.B. of my Existing Trust, as referenced below, and administered pursuant to Subparagraph II.C. thereunder.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate, including my homestead, to the Trustee then serving under my revocable Trust Agreement dated May 20, 2008, as amended and restated from time to time and on even date herewith (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in Article II., above, and in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under

the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint ROBERT L. SPALLINA and DONALD R. TESCHER to serve together as my co-Personal Representatives, or either of them alone as Personal Representative if either of them is unable to serve (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

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

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the

estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

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

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

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

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

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the

operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

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

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

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

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

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

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

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

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

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

m. Ancillary Administration. To appoint or nominate, and replace with or without cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Article I of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs. If the amount of the above-described taxes, and interest and penalties arising by reason of my death (without regard to where payable from under the terms of this paragraph or applicable law) is increased because of the power of appointment granted to me under Subparagraph II.E.1. of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, I hereby appoint to my probate estate from the property subject to such power (to the extent allowable under such power) the amount of such increase (calculating such increase at the highest applicable marginal rates) and exercise such power to this extent only, and notwithstanding the other provisions of this paragraph further direct my fiduciary to make payment of such increase in taxes,

interest and penalties to the appropriate taxing authorities from the appointed property or the proceeds thereof. Any trustee holding such appointive property may pay to my fiduciary the amount which my fiduciary certifies as due under this paragraph and is not responsible for the correctness or application of amounts so paid.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse**. The term "***spouse***" herein means, as to a designated individual, the person to whom that individual is from time to time married.

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

[remainder of page intentionally left blank]

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 25 day of July, 2012.

/s/ Simon L. Bernstein
SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 25 day of July, 2012.

/s/ Robert L. Spallina residing at Robert L. Spallina
[Witness Signature] [Witness Address]
7387 Wisteria Avenue
Parkland, FL 33076
[Witness Address]

/s/ Kimberly Moran residing at Kimberly Moran
[Witness Signature] [Witness Address]
6362 Las Flores Drive
Boca Raton, FL 33433
[Witness Address]

State Of Florida

SS.

County Of Palm Beach

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

/s/ Simon L. Bernstein
SIMON L. BERNSTEIN, Testator

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

/s/ Robert L. Spallina
Witness

/s/ Kimberly Moran
Witness

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

Commission No. EE092282
Expires May 10, 2015
[Seal with Commission Expiration Date]

/s/ Lindsay Baxley
Signature - Notary Public-State of Florida

Lindsay Baxley
Print, type or stamp name of Notary Public

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

Prepared by:

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

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

This Amended and Restated Trust Agreement is dated this 25 day of July, 2012, and is between SIMON L. BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SIMON L. BERNSTEIN, of Palm Beach County, Florida and SIMON L. BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

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

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

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

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

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

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

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

ARTICLE II. AFTER MY DEATH

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

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

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

1. for his or her lineal descendants then living, *per stirpes*; or

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

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

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

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

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

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

ARTICLE III. GENERAL

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

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

C. **Substance Abuse**.

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

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

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

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

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

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

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

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

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

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

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

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

E. Definitions. In this Agreement,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. Release of Medical Information.

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

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

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

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

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

ARTICLE IV. FIDUCIARIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. **Appointment of Successor Trustee**.

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

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

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

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

b. Trustee of Separate Trusts for My Lineal Descendants Other Than My Grandchildren. In regard to a separate trust held for a lineal descendant of mine other than a grandchild of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon attaining age twenty-five (25) years. While serving alone as Trustee, a lineal descendant of mine other than a grandchild of mine may designate a co-Trustee to serve with such lineal descendant and such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement, the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or

entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 35 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, other than a named Trustee or successor Trustee designated hereunder, or a Trustee appointed by me during my lifetime or under my Will or otherwise at the time of my death, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual

and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the

Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. **GST Trusts**. I direct (a) that the Trustee shall divide any trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons

designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. For purposes of funding any pecuniary payment to which there is allocated any GST exemption, such payment shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime**. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. **Gifts**. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent (5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

E. Death Costs. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the tangible personal property disposed of pursuant to the prior paragraph captioned "Disposition of Tangible Personal Property."

F. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead**. I reserve the right to reside upon any real property placed in this trust as my permanent residence during my life, it being the intent of this provision to retain for myself the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.041 of the Florida Statutes such that said beneficial interest and possessory right constitute in all respects "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained in this trust to the contrary, for purposes of the homestead exemption under the laws of the State of Florida, my interest in any real property in which I reside pursuant to the provisions of this trust shall be deemed to be an interest in real property and not personalty and shall be deemed my homestead.

[remainder of page intentionally left blank]

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

SETTLOR and TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 25 day of July, 2012:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: Kimberly Moran
Address: Kimberly Moran
6362 Las Flores Drive
Boca Raton, FL 33433

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

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

Signature - Notary Public-State of Florida

Lindsay Baxley

Print, type or stamp name of Notary Public

[Seal with Commission Expiration Date]

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

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

ACCEPTANCE BY
SUCCESSOR TRUSTEE

THE UNDERSIGNED successor Trustee hereby accepts his designation as successor Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated December 8, 2010 (the "***Trust***") pursuant to Subparagraph IV.C.1. of the Trust, and hereby agrees to administer the Trust in accordance with the terms contained therein, effective as of September 13, 2012.

IN WITNESS WHEREOF, the undersigned has hereunto executed this Acceptance by Successor Trustee on the 15th day of October, 2013.

Signed, Sealed & Delivered
in the presence of:

Print Name: Robin Sorensen

Print Name: Alexa Collevechio

TED S. BERNSTEIN

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 15 day of October, 2013, by TED S. BERNSTEIN.

Signature - Notary Public

Diane DUSTIN

Print, type or stamp name of Notary Public

☑ Personally Known

☐ Produced Identification/Type of Identification Produced _____

DIANE DUSTIN
MY COMMISSION EXPIRES
June 11, 2017
#EE 873369
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Wednesday, August 10, 2011 2:04 PM
To: 'Diana Banks'; Robert Spallina
Cc: Worth, Hunt; Sigalos, Janet; Vereb, Patricia; Roraff, Victoria; Prindle, Christopher R
Subject: RE: Bernstein Tax Information
Attachments: image001.jpg

I understand you just spoke to Hunt, but I have additional information.

The only accounts I have received transfer documents for related to the 50% distributions for Alexandra and Eric. The assets have transferred out on those accounts, and the cash transfer is still pending.

Hunt is working on the termination paperwork for the 10 accounts that are transferring to the new Trustee. Those assets will not transfer until we have signatures from the beneficiaries or their parents, and we have proof that JP Morgan has accepted the trusteeship. I have not received transfer instruction on any of those 10 accounts.

I am also still waiting on the LIC Holdings Inc. K-1. We would like to file the 2010 tax returns prior to the September 15th deadline and need this K-1 to do so.

I hope that's helpful.

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

From: Diana Banks [mailto:diana@lifeinsuranceconcepts.com]
Sent: Wednesday, August 10, 2011 1:30 PM
To: Craig, Janet; 'Robert Spallina'
Cc: Worth, Hunt; Sigalos, Janet; Vereb, Patricia; Roraff, Victoria; Prindle, Christopher R
Subject: RE: Bernstein Tax Information

Hi Janet, have the funds been transferred to JP? Thank you

Diana Banks - Vice President of Administration

Life!

Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Toll Free: 866.395.8984

TS001194

65-64777112

TED S. BERNSTEIN

FAMILY TRUST

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TED S. BERNSTEIN

FAMILY TRUST

THIS IRREVOCABLE TRUST AGREEMENT is made and entered into this 2nd day of May, 2008, by and between SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, as grantor, hereinafter referred to in the first person, and SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN as co-trustees (referred to as the ***"Trustee,"*** which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee), and ROBERT L. SPALLINA as the independent trustee (referred to as the ***"Independent Trustee,"*** which term more particularly refers to all individuals and entities serving as independent trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor independent trustee). I have delivered to the Trustee certain property as set forth in the Attachment annexed hereto, receipt of which is hereby acknowledged by the Trustee. Such property, and any additions to such property, shall be held in trust as provided in this Agreement.

ARTICLE I. TRUST ADMINISTRATION

A. **Additions, Substitutions and Trust Irrevocable**. I or any other person may cause additional property to be added hereunder at any time during life or at death by will, insurance or death benefit beneficiary designation or otherwise. I shall have no right or power, either alone or in conjunction with any other person, to alter, amend, revoke or terminate any of the terms of this Agreement in any manner whatever. Unless and until surrendered by me in a writing delivered to the Trustee, I retain the power, to be exercised in an individual and nonfiduciary capacity (*i.e.*, without any fiduciary duty to any beneficiary with respect to its exercise or nonexercise) and without requiring the consent or approval of any person, to from time to time reacquire trust principal by substituting other property of equivalent value for said principal. Notwithstanding the foregoing, said right of substitution shall not apply to any insurance policies on my life owned by this Trust that would cause me to have any incidents of ownership as that term is defined under Section 2042 of the Code and the Regulations thereunder. I shall have the right at any time or times by an instrument, in writing, delivered to the Trustee to relinquish the right of substitution provided for herein.

B. **Rights of Withdrawal**. In any calendar year during my life in which property is contributed to the Trust by gift, each Withdrawal Beneficiary with respect to such contribution, acting personally or through his or her legal or natural guardian or attorney-in-fact, is hereby granted the absolute right, with respect to each such contribution, by written instrument or instruments delivered to the Trustee prior to the termination of such right, to withdraw from the principal of the Trust, from time

to time, an amount having an aggregate value (as of the date or dates of withdrawal) equal to such Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution. Any such right to withdraw shall terminate at the earliest time and then to the extent that any such termination will not result in a taxable gift made by the individual holding the right, provided, no part of any right to withdraw shall terminate less than 60 days after the contribution to the Trust to which such right relates.

1. For purposes of this Subparagraph I.B, a Withdrawal Beneficiary with respect to a contribution to the Trust shall mean each person designated by the contributor to the Trustee in writing contemporaneously with such contribution, provided, in the event the contributor fails to make any such designation with respect to a contribution, my then living lineal descendants and their spouses shall be the Withdrawal Beneficiary with respect to such contribution.

2. For purposes of this Subparagraph I.B, each Withdrawal Beneficiary's Withdrawal Amount with respect to a contribution shall be such amount designated by the contributor to the Trustee in writing contemporaneously with the contributor's designation of such person as a Withdrawal Beneficiary, provided, if the contributor of such contribution fails to designate a Withdrawal Amount with respect to any Withdrawal Beneficiary, then each Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution shall be an amount equal to a fraction (defined below) multiplied by the lesser of (i) the value of such contribution (at the time of such contribution), or (ii) the sum of the amounts of all federal gift tax exclusions then available to the contributor with respect to all Withdrawal Beneficiaries with respect to such contribution. The numerator of said fraction shall be the amount of any federal gift tax exclusion available to such contributor with respect to such Withdrawal Beneficiary (at the time of such contribution) and the denominator shall be the sum of the amounts of all federal gift tax exclusions then available to such contributor with respect to all such Withdrawal Beneficiaries. One-half of a contribution made by a married person shall be treated as a second separate contribution made by his or her spouse, provided, if such married person's spouse is then one of such Withdrawal Beneficiaries, only one-half of the excess of such contribution (at the time of such contribution) over the amount of the federal gift tax exclusion then available to such contributor with respect to his or her spouse shall be so treated.

3. Regardless of anything in this Subparagraph I.B to the contrary, each contributor of a contribution to this Trust shall have the right with respect to such contribution by a written instrument delivered to the Trustee at the time of such contribution (i) to exclude any person who would otherwise have a right of withdrawal from exercising such power; (ii) to increase or decrease the amount subject to any right of withdrawal except that the amount subject to all withdrawal rights shall not exceed the amount of the contribution; and/or (iii) to change the period during which any right of withdrawal may be exercised.

4. The Trustee shall inform any Withdrawal Beneficiary of the existence of such right of withdrawal within ten days after it comes into existence but not later than the last day of the calendar year in which it comes into existence. Any such Withdrawal Beneficiary or his or her guardian may, after receiving such notice at least once, waive further notices by an instrument in writing delivered to the Trustee.

C. **Trusts for TED S. BERNSTEIN and my Lineal Descendants.** The Trust shall be administered as follows for its beneficiaries:

1. Initial Beneficiary. My son, TED S. BERNSTEIN, shall be the first principal beneficiary of the Trust.

2. Net Income and Principal Distributions.

a. The Trustee shall pay to or apply for the benefit of a principal beneficiary and the lineal descendants of a principal beneficiary dependent on such principal beneficiary for support, so much of the net income and then principal of his or her separate Trust as the Independent Trustee determines in its sole, absolute and unreviewable discretion, provided, however, that while a principal beneficiary is serving as Trustee hereunder, he or she may make distributions to or for the benefit of himself or herself for such beneficiary's Needs without any authorization from the Independent Trustee. Having in mind the extent to which funds will be available for expenditure for the benefit of such beneficiaries, the Independent Trustee is authorized to expend such amounts as it, in its sole, absolute and unreviewable discretion, shall determine to maintain the then current lifestyle of such beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever. Net income that is not distributed shall be added to principal on an annual basis.

b. The Independent Trustee is specifically authorized in its sole, absolute and unreviewable discretion to acquire, hold and maintain one or more residences (whether held as real property, condominium or cooperative apartment) for the use and benefit of the principal beneficiary and his or her cohabitating spouse and lineal descendants, and to sell or otherwise dispose of such residences when not desired for such use and benefit. The Independent Trustee is authorized to pay all carrying charges of such residences, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair, renovation, improvement and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of such beneficiaries.

c. In exercising the discretions conferred in this Subparagraph, the Independent Trustee should give due consideration to the advisability of using the principal beneficiary's own assets and resources in order to reduce the amount of the principal beneficiary's taxable estate, thereby minimizing the amount of the principal beneficiary's future taxes. Further, it is my intent that this Trust be used to enhance the principal beneficiaries' quality of life, including (without limitation) travel, purchase of a home, cultural appreciation and enjoyment (music, arts, etc.), and education. In addition, I would like this Trust to provide a source of funds in the event that a principal beneficiary, through accident or misfortune, does not have sufficient sources of income to provide for his or her own support. I expect my lineal descendants to support themselves independently and to be productive members of their communities and not to become dependent upon distributions from the Trusts to the extent that they lose their ambition and incentive. When a beneficiary is able to be gainfully employed

and is not actively engaged in raising his or her children, the Independent Trustee should give due consideration in exercising its discretion to not using Trust assets to replace the beneficiary's own efforts to work and accumulate financial security. However, it is not my intent to force a parent to work outside the home when he or she has determined that it is important to stay at home to raise a family. In addition, I do not intend that the Independent Trustee place undue emphasis on the amount a beneficiary earns if he or she is actively engaged in a worthwhile pursuit, including working as an unpaid volunteer for charitable purposes. In prioritizing distributions between the principal beneficiary and his or her lineal descendants, it is my intent that my first priority is the principal beneficiary. In addition to the foregoing guidance, I request, but do not require, that my lineal descendants take adequate precautions for the protection of our family's wealth and property from marital discord through the use of prenuptial agreements or other similar planning and devices. I also request, but do not require, that my lineal descendants pursue higher education, to the best of their abilities and individual circumstances. For some descendants this may mean the completion of a college education, the receipt of a masters or a doctorate, or a professional degree, and for others this may mean training in their chosen vocation. It is not my goal that the Independent Trustee reward professional students, nor punish those lineal descendants for whom life or individual circumstances indicate that the pursuit of higher education is not practical or advantageous, but only to encourage my lineal descendants to take full advantage of all educational opportunities open to them and not rush their entry into the workplace. I do not intend by these expressions of intent to bind the Independent Trustee or alter the absolute discretion it has been granted hereunder or create enforceable obligations to any beneficiary, but merely to provide general guidance to the Independent Trustee in the exercise of its discretions.

3. Death of a Principal Beneficiary. If a principal beneficiary dies with assets remaining in his or her separate Trust, upon his or her death he or she may appoint all or part of his or her Trust, in trust, to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such principal beneficiary and such principal beneficiary's creditors, estate, and creditors of such principal beneficiary's estate), provided that any such appointment to a surviving spouse of a principal beneficiary shall be limited to a life estate in all or a lesser portion of such principal beneficiary's separate Trust, and such spouse's separate trust shall be administered as provided in Subparagraph I.D. below. Any part of his or her Trust such principal beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons with such persons to become the principal beneficiary thereunder;

a. for his or her lineal descendants then living, *per stirpes*; or

b. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse, SHIRLEY BERNSTEIN.

Such separate Trusts shall be administered as provided for trusts under this Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

D. **Administration of Separate Trust for Spouse**. The Independent Trustee shall pay to the spouse of a principal beneficiary, so much of the net income and principal of his or her separate trust as is proper for such spouse's Needs. Net income that is not distributed shall be added to principal on an annual basis. Upon the death of a spouse of a principal beneficiary, the remaining assets of his or her separate trust shall be divided among and held in separate Trusts for his or her lineal descendants then living, *per stirpes*, who are also lineal descendants of the predeceased principal beneficiary who established this Trust for his or her spouse pursuant to the power of appointment granted to said principal beneficiary under Subparagraph I.C. above. Each lineal descendant for whom a separate trust is established shall become the principal beneficiary of such separate Trusts and such separate trusts shall be administered as provided under Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

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

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

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

ARTICLE II. GENERAL

A. **Disability**. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for such a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt by such payee is a complete release to the Trustee.

B. Substance Abuse.

1. In General. If the Independent Trustee reasonably believes that a beneficiary of any trust (which for purposes of this Subparagraph II.B.1 includes the lineal descendants of a principal beneficiary who are eligible to receive distributions from that trust):

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

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

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

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

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Independent Trustee. If the beneficiary consents to the treatment, the Independent Trustee may, in its absolute and unfettered discretion, pay the costs of treatment including directly to the provider of those services.

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

5. Exoneration. No Independent Trustee (nor any doctor retained by the

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

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

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

D. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from birth by a married couple through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children shall only include TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and my lineal descendants shall include only said named individuals and their respective lineal descendants.

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

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a

Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Needs Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

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

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

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

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

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

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

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

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

F. **Limitations on Powers of Trustee**. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual) to support such beneficiary; and no Trustee shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein.

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

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

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

J. **Mandatory Notice Required by Florida Law**. The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

K. Release of Medical Information.

1. Disability of Beneficiary. Upon the written request of the Independent Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees including Independent Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all such Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

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

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

ARTICLE III. FIDUCIARIES

A. Powers of the Trustee. The Trustee has the powers now or hereafter provided by law and the following powers exercisable without court approval, provided, however, that the Trustee shall

exercise all powers in a fiduciary capacity:

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the ***"estate"***); to grant and exercise options to buy or sell; to make purchases from my estate, any trust established by me during my lifetime, for full and adequate consideration and to make loans to my estate for adequate and reasonable interest and security, and the Trustee is expressly authorized to purchase stock and securities for adequate and full consideration owned by my estate, any trust established by me during my lifetime, whether such stock and securities are issued by closely held corporations or publicly traded corporations; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

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

reduce any income distributions otherwise required hereunder for a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

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

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

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

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

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

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

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

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

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

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

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

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

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

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

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

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

or employee of the Business Entities, a fiduciary, or to any beneficiary; and

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

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. The Trustee (or the Independent Trustee if I am serving as Trustee or if a Related or Subordinate Party is serving as Trustee) is authorized to purchase one or more life insurance policies on my life, the life of any beneficiary described herein, or any spouse or lineal ascendant or lineal descendant of myself or such beneficiaries. The following provisions shall apply with respect to any insurance policies constituting an asset of any trust herein created:

a. General Powers. The Trustee shall have the power to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as part of the principal of the trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no Trustee other than a sole Trustee may exercise any incidents of ownership with respect to policies of insurance insuring the Trustee's own life.

b. Payment of Premiums. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance subject to this trust, or to make certain that such premiums are paid by myself or any other person, or to notify any persons of the nonpayment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid, except that it shall apply any dividends received by it on such policy to the payment of premiums thereon. Upon notice at any time during the continuance of this trust that the premiums due upon such policies are in default, or that premiums to become due will not be paid, either by myself or by any other person, the Trustee, within its sole discretion, may apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended term insurance, or may borrow upon such policy for the payment of premiums due thereon or may accept the cash values of such policy upon its forfeiture. If facts shall occur, under the terms of the policy which shall enable a waiver of the payment of future premiums, the Trustee, upon receipt of written notice of such facts, shall promptly notify the insurance company which has issued such policy, and shall take any and all steps necessary to make such waiver of premium provision effective.

c. Collection of Proceeds. Upon the death of an insured the proceeds of the insurance policies insuring that life which are then subject to this trust shall be collected by the Trustee. The Trustee shall have full authority to take any action with regard to the collection that it deems best and to pay any expenses thereof out of the trust estate. However, it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to any such policies and to give to all insurance companies the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies. Only the net proceeds of insurance policies subject to this trust shall be collected by the Trustee.

d. Liability of Insurance Company. No insurance company, whose policies shall be subject to this trust and who shall make payment of the proceeds thereof to the Trustee, shall be required to inquire into or take notice of any of the terms or conditions of this trust or to see to the application or disposition of the proceeds of such policies. The receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts herein created.

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

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

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

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

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

the times specified herein.

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

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

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

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

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

23. Fiduciary Outside Domiciliary State. In the event no Trustee shall be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are given to the appointing Trustee with respect to the trust. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required of any Trustee or agent acting under the provisions of this paragraph. No periodic court or statutory accounting shall be required of such appointed Trustee.

24. Additions. To receive and accept additions to the Trusts in cash or in kind from

donors, Personal Representatives, administrators, Trustees or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

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

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

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

28. Tax Reimbursement. To pay, from time to time in the Independent Trustee's sole and absolute discretion, to me or the Personal Representatives of my estate, on a cumulative basis as may be necessary, such amounts as I or my Personal Representatives shall certify as is necessary to discharge my tax liability (whether federal, state or otherwise) in respect of income realized by the Trust and not distributed to me; provided, however, this authority shall only be exercised by the Independent Trustee hereunder, and I shall not make or participate in making any discretionary distribution pursuant to this Subparagraph. The Independent Trustee shall have no obligation to reimburse me for any income taxes imposed on me by law and paid by me on Trust income or gains.

If I am serving as Trustee hereunder or if a Related or Subordinate Party is serving as Trustee hereunder, any powers and discretions provided under this Subparagraph III.A. to the Trustee that would result in gross estate inclusion of assets of this Trust under Code §§ 2036, 2038, or 2042, or successor provisions thereto, shall not be exercisable by me or such related or subordinate Trustee, and shall be exercisable only by the other Trustees who are not related or subordinate to me, or if none, by the Independent Trustee.

B. Resignation or Removal. The Trustee may resign with or without cause, by giving written notice, specifying the effective date of such resignation to his or her successor Trustee and to the current income beneficiaries, at the time of giving notice. I (or my spouse if she is serving as sole Trustee) reserve the right to remove a Trustee or co-Trustee from office, with or without cause, by giving written notice, specifying the effective date of such resignation to the removed Trustee, to his or her successor Trustee, and to the current income beneficiaries. Upon the resignation or removal of a Trustee, such Trustee shall be entitled to reimbursement from the Trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor. For purposes of this Subparagraph, the Trustee shall include the Independent Trustee.

C. **Appointment of Successor Trustee.**

1. Appointment. Upon a Trustee's resignation (including the Independent Trustee), or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee (including the Independent Trustee), I (or my spouse if she is serving as sole Trustee) may appoint any person or persons as successor Trustee, co-Trustee or Independent Trustee, and in the case of the Independent Trustee it shall not be a Related or Subordinate Party, nor a person related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve. There shall always be a Trustee and an Independent Trustee serving hereunder, provided that the same person or entity may serve in both capacities.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph III.C, subsequent to the death of the survivor of my spouse and me, I specifically appoint the following person or persons as Trustee of the following Trusts:

a. Trustee of Separate Trusts for My Lineal Descendants. With regard to a separate trust held for a lineal descendant of mine hereunder under which such lineal descendant is the principal beneficiary, each such lineal descendant of mine shall serve as co-Trustee with the then serving Trustee upon attaining age thirty (30) years, and each such lineal descendant shall serve as sole Trustee upon attaining age thirty-five (35) years, provided, however, that there shall always be an Independent Trustee serving of such separate trust. While serving as sole Trustee, a lineal descendant of mine may designate an co-Trustee to serve with such lineal descendant and each such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

b. Trustee of Separate Trust for a Spouse of a Lineal Descendant of Mine. A corporate fiduciary shall serve as Trustee and Independent Trustee of any separate trust held for the benefit of a spouse of a lineal descendant of mine. Such corporate fiduciary shall be an entity with trust powers under state law and no less than One Billion ($1,000,000,000.00) Dollars under trust management (itself and its affiliates).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee (including the Independent Trustee) is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee (or Independent Trustee, as the case may be) or the last person or entity designated to serve as Trustee of the applicable trust (or Independent Trustee, as the case may be) may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee or Independent Trustee (who may be one of the persons making the appointment if over the age of thirty years):

a. The remaining Trustees, if any; otherwise,

b. The principal beneficiary or the spouse of a principal beneficiary for whom a separate trust is held.

The appointment shall be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will.

4. Power to Remove Trustee. Subsequent to the death of the survivor of my spouse and me, the age 35 or older principal beneficiary of a Trust, or the spouse of a principal beneficiary for whom a separate trust is held, shall have the power to unanimously remove a Trustee, co-Trustee or Independent Trustee of such Trust at any time with or without cause other than a successor Trustee or Independent Trustee appointed by me or my spouse at death under our last Wills, with the successor Trustee or Independent Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

F. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under the preceding paragraph, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for

indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, Personal Representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

G. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

H. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a Trust upon the written request of any adult vested beneficiary of such Trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such Trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a Trust.

I. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make

loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

J. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

K. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a Trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

L. **Multiple Trustees.** Except as specifically provided herein as to the allocation of powers or discretion of the Independent Trustee, if two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE IV. INDEPENDENT TRUSTEE

A. **In General**. The Independent Trustee shall have only those duties, obligations, and powers hereunder expressly provided to it, and the Trustee shall not participate in any affirmative duties

provided to the Independent Trustee. Otherwise, the provisions hereunder applicable to the Trustee shall be applicable also to the Independent Trustee except where the context differentiates between a Trustee and an Independent Trustee, including without limitation provisions relating to liability and indemnification of trustees. In the event of any conflict between the powers granted hereunder to both the Trustee and the Independent Trustee, the powers of the Independent Trustee shall have priority over the Trustee. Thus, for example, if the Independent Trustee determines to invest in a Closely Held Interest, such investment is permissible notwithstanding that it reduces the assets available for other investments by the Trustee.

B. **Who May Serve**. Notwithstanding any other provisions of this Trust Agreement to the contrary, including without limitation powers in myself or others to appoint additional or successor Trustees or Independent Trustees, at no time shall a person or entity serve as an Independent Trustee hereunder if such person or entity is a Related or Subordinate Party or is related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto, nor shall I be eligible to serve.

C. **Limited Power of Amendment.**

1. Amendment Power. In the case of each separate Trust at any time in existence hereunder, such Trust's then Independent Trustee, other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Subparagraph IV.C.2 below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit the Trustees hereunder (including the Independent Trustee):

a. To address tax and/or other circumstantial changes that may affect such Trust and/or its beneficiaries,

b. To take advantage of changed trust drafting approaches to address potential trust problems, and/or

c. To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such Trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such Trust, in whatever way or ways, such Independent Trustee, in the exercise of its sole discretion, may deem appropriate in the best interests, as interpreted by such Independent Trustee alone, of the principal beneficiary of such Trust(s) and of each such principal beneficiary's family as a whole. Such Independent Trustee shall be guided by what, in the sole judgment of such Independent Trustee alone, would apparently be my original intent hereunder in the light of the changed circumstances. This power of amendment shall include, by way of example and not limitation, the power to:

d. Grant, reduce or eliminate general (as defined in Code Section 2041) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

e. Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

f. Divide a Trust into separate trusts or merge separate trusts together;

g. Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any Trust hereunder with respect to which such subaccounts are more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that Trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the principal beneficiary or one or more of the other current beneficiaries of that Trust (such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or Code Section 2032A election, or (ii) a disclaimer to be made; and

h. Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries, myself, and/or a Trustee (including Independent Trustee) hereunder.

2. Limitations on Amendment Power. Notwithstanding the foregoing, however, under no circumstances shall any such amendment:

a. Extend the period of any such trust's existence beyond the already applicable rule against perpetuities limitation period specified in Subparagraph I.G;

b. Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

c. Reduce in any way the restrictions and limitations on or liabilities of (i) myself hereunder, including without limitation Subparagraph I.A or as a fiduciary as set forth in Subparagraph III.F, or (ii) this Article IV. This shall not be interpreted to limit the ability of the Independent Trustee to increase such restrictions, limitations and liabilities;

d. Result in any direct or indirect financial benefit to anyone who is not presently or in the future a lineal descendant of mine or the spouse of lineal descendant of mine while

married to a lineal descendant of mine;

e. Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any charitable deduction, any annual gift tax exclusion, Code Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation without adversely affecting the S election of such corporation, a significant grandfathered status under some changed law, and so on).

3. Method of Amendment. Any such amendment shall be by written instrument, executed by such amending Independent Trustee with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

ARTICLE V. ADDITIONAL TAX MATTERS

A. GST Trusts. I direct (a) that the Trustee shall divide any Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such Trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in Trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a Trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such Trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares.

I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the Trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. For purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division

allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. The valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this Trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this Trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this Trust or any trust created under this Agreement is the named beneficiary within the time

period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that the principal of a Trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a Trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such Trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee[s] shall (a) hold such stock as a substantially separate and independent share of such Trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

D. **Taxes**. The Trustee shall pay to the Personal Representative of my estate from the principal of the Trust, but not from the portion of any asset or the proceeds thereof which would not otherwise be includible in my gross estate for estate tax purposes, such as the proceeds of insurance policies that are not includible in my estate, such amounts as the Personal Representative certifies, in writing, are required for the payment of estate, inheritance, succession and transfer taxes, including any interest or penalty thereon, which are payable by said Personal Representative by reason of my death and are attributable to assets held in this Trust (*i.e.*, to the extent that such taxes are increased by the taxability of such Trust assets). The Trustee may rely upon the correctness of such certifications and is exonerated from all liability for making payments in reliance thereon. Notwithstanding any distribution requirement herein, subsequent to my death the Trustee is authorized to retain in trust any amounts designated to be distributed until the earlier of the issuance of an estate tax closing letter from the Internal Revenue Service in regard to my estate or the closing of the federal estate tax statute of limitations for estate taxes arising by reason of my death.

E. **Taxpayer Identification Number**. By executing this Trust Agreement, the Trustee authorizes Tescher & Spallina, P.A. to apply for a taxpayer identification number from the Internal Revenue Service for the Trust.

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

GRANTOR and CO-TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 22 day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

CO-TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: Diana Bankes
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

INDEPENDENT TRUSTEE:

ROBERT L. SPALLINA

This instrument was signed by ROBERT L. SPALLINA in our presence, and at the request of and in the presence of ROBERT L. SPALLINA and each other, we subscribe our names as witnesses on this 20th day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by ROBERT L. SPALLINA.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\Children's Trusts\Ted S. Bernstein Family Trust.wpd [05 12:34 20 08]

TRUST

ATTACHMENT

ITEM NO.	DESCRIPTION	AMOUNT
1	Cash	$1.00

65-64777113

PAMELA B. SIMON

FAMILY TRUST

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

PAMELA B. SIMON

FAMILY TRUST

THIS IRREVOCABLE TRUST AGREEMENT is made and entered into this 20 day of MAY, 2008, by and between SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, as grantor, hereinafter referred to in the first person, and SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN as co-trustees (referred to as the ***"Trustee,"*** which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee), and ROBERT L. SPALLINA as the independent trustee (referred to as the ***"Independent Trustee,"*** which term more particularly refers to all individuals and entities serving as independent trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor independent trustee). I have delivered to the Trustee certain property as set forth in the Attachment annexed hereto, receipt of which is hereby acknowledged by the Trustee. Such property, and any additions to such property, shall be held in trust as provided in this Agreement.

ARTICLE I. TRUST ADMINISTRATION

A. Additions, Substitutions and Trust Irrevocable. I or any other person may cause additional property to be added hereunder at any time during life or at death by will, insurance or death benefit beneficiary designation or otherwise. I shall have no right or power, either alone or in conjunction with any other person, to alter, amend, revoke or terminate any of the terms of this Agreement in any manner whatever. Unless and until surrendered by me in a writing delivered to the Trustee, I retain the power, to be exercised in an individual and nonfiduciary capacity (*i.e.*, without any fiduciary duty to any beneficiary with respect to its exercise or nonexercise) and without requiring the consent or approval of any person, to from time to time reacquire trust principal by substituting other property of equivalent value for said principal. Notwithstanding the foregoing, said right of substitution shall not apply to any insurance policies on my life owned by this Trust that would cause me to have any incidents of ownership as that term is defined under Section 2042 of the Code and the Regulations thereunder. I shall have the right at any time or times by an instrument, in writing, delivered to the Trustee to relinquish the right of substitution provided for herein.

B. Rights of Withdrawal. In any calendar year during my life in which property is contributed to the Trust by gift, each Withdrawal Beneficiary with respect to such contribution, acting personally or through his or her legal or natural guardian or attorney-in-fact, is hereby granted the absolute right, with respect to each such contribution, by written instrument or instruments delivered to the Trustee prior to the termination of such right, to withdraw from the principal of the Trust, from time

to time, an amount having an aggregate value (as of the date or dates of withdrawal) equal to such Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution. Any such right to withdraw shall terminate at the earliest time and then to the extent that any such termination will not result in a taxable gift made by the individual holding the right, provided, no part of any right to withdraw shall terminate less than 60 days after the contribution to the Trust to which such right relates.

1. For purposes of this Subparagraph I.B, a Withdrawal Beneficiary with respect to a contribution to the Trust shall mean each person designated by the contributor to the Trustee in writing contemporaneously with such contribution, provided, in the event the contributor fails to make any such designation with respect to a contribution, my then living lineal descendants and their spouses shall be the Withdrawal Beneficiary with respect to such contribution.

2. For purposes of this Subparagraph I.B, each Withdrawal Beneficiary's Withdrawal Amount with respect to a contribution shall be such amount designated by the contributor to the Trustee in writing contemporaneously with the contributor's designation of such person as a Withdrawal Beneficiary, provided, if the contributor of such contribution fails to designate a Withdrawal Amount with respect to any Withdrawal Beneficiary, then each Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution shall be an amount equal to a fraction (defined below) multiplied by the lesser of (i) the value of such contribution (at the time of such contribution), or (ii) the sum of the amounts of all federal gift tax exclusions then available to the contributor with respect to all Withdrawal Beneficiaries with respect to such contribution. The numerator of said fraction shall be the amount of any federal gift tax exclusion available to such contributor with respect to such Withdrawal Beneficiary (at the time of such contribution) and the denominator shall be the sum of the amounts of all federal gift tax exclusions then available to such contributor with respect to all such Withdrawal Beneficiaries. One-half of a contribution made by a married person shall be treated as a second separate contribution made by his or her spouse, provided, if such married person's spouse is then one of such Withdrawal Beneficiaries, only one-half of the excess of such contribution (at the time of such contribution) over the amount of the federal gift tax exclusion then available to such contributor with respect to his or her spouse shall be so treated.

3. Regardless of anything in this Subparagraph I.B to the contrary, each contributor of a contribution to this Trust shall have the right with respect to such contribution by a written instrument delivered to the Trustee at the time of such contribution (i) to exclude any person who would otherwise have a right of withdrawal from exercising such power; (ii) to increase or decrease the amount subject to any right of withdrawal except that the amount subject to all withdrawal rights shall not exceed the amount of the contribution; and/or (iii) to change the period during which any right of withdrawal may be exercised.

4. The Trustee shall inform any Withdrawal Beneficiary of the existence of such right of withdrawal within ten days after it comes into existence but not later than the last day of the calendar year in which it comes into existence. Any such Withdrawal Beneficiary or his or her guardian may, after receiving such notice at least once, waive further notices by an instrument in writing delivered to the Trustee.

C. **Trusts for PAMELA B. SIMON and my Lineal Descendants.** The Trust shall be administered as follows for its beneficiaries:

1. Initial Beneficiary. My daughter, PAMELA B. SIMON, shall be the first principal beneficiary of the Trust.

2. Net Income and Principal Distributions.

a. The Trustee shall pay to or apply for the benefit of a principal beneficiary and the lineal descendants of a principal beneficiary dependent on such principal beneficiary for support, so much of the net income and then principal of his or her separate Trust as the Independent Trustee determines in its sole, absolute and unreviewable discretion, provided, however, that while a principal beneficiary is serving as Trustee hereunder, he or she may make distributions to or for the benefit of himself or herself for such beneficiary's Needs without any authorization from the Independent Trustee. Having in mind the extent to which funds will be available for expenditure for the benefit of such beneficiaries, the Independent Trustee is authorized to expend such amounts as it, in its sole, absolute and unreviewable discretion, shall determine to maintain the then current lifestyle of such beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever. Net income that is not distributed shall be added to principal on an annual basis.

b. The Independent Trustee is specifically authorized in its sole, absolute and unreviewable discretion to acquire, hold and maintain one or more residences (whether held as real property, condominium or cooperative apartment) for the use and benefit of the principal beneficiary and his or her cohabitating spouse and lineal descendants, and to sell or otherwise dispose of such residences when not desired for such use and benefit. The Independent Trustee is authorized to pay all carrying charges of such residences, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair, renovation, improvement and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of such beneficiaries.

c. In exercising the discretions conferred in this Subparagraph, the Independent Trustee should give due consideration to the advisability of using the principal beneficiary's own assets and resources in order to reduce the amount of the principal beneficiary's taxable estate, thereby minimizing the amount of the principal beneficiary's future taxes. Further, it is my intent that this Trust be used to enhance the principal beneficiaries' quality of life, including (without limitation) travel, purchase of a home, cultural appreciation and enjoyment (music, arts, etc.), and education. In addition, I would like this Trust to provide a source of funds in the event that a principal beneficiary, through accident or misfortune, does not have sufficient sources of income to provide for his or her own support. I expect my lineal descendants to support themselves independently and to be productive members of their communities and not to become dependent upon distributions from the Trusts to the extent that they lose their ambition and incentive. When a beneficiary is able to be gainfully employed

and is not actively engaged in raising his or her children, the Independent Trustee should give due consideration in exercising its discretion to not using Trust assets to replace the beneficiary's own efforts to work and accumulate financial security. However, it is not my intent to force a parent to work outside the home when he or she has determined that it is important to stay at home to raise a family. In addition, I do not intend that the Independent Trustee place undue emphasis on the amount a beneficiary earns if he or she is actively engaged in a worthwhile pursuit, including working as an unpaid volunteer for charitable purposes. In prioritizing distributions between the principal beneficiary and his or her lineal descendants, it is my intent that my first priority is the principal beneficiary. In addition to the foregoing guidance, I request, but do not require, that my lineal descendants take adequate precautions for the protection of our family's wealth and property from marital discord through the use of prenuptial agreements or other similar planning and devices. I also request, but do not require, that my lineal descendants pursue higher education, to the best of their abilities and individual circumstances. For some descendants this may mean the completion of a college education, the receipt of a masters or a doctorate, or a professional degree, and for others this may mean training in their chosen vocation. It is not my goal that the Independent Trustee reward professional students, nor punish those lineal descendants for whom life or individual circumstances indicate that the pursuit of higher education is not practical or advantageous, but only to encourage my lineal descendants to take full advantage of all educational opportunities open to them and not rush their entry into the workplace. I do not intend by these expressions of intent to bind the Independent Trustee or alter the absolute discretion it has been granted hereunder or create enforceable obligations to any beneficiary, but merely to provide general guidance to the Independent Trustee in the exercise of its discretions.

3. Death of a Principal Beneficiary. If a principal beneficiary dies with assets remaining in his or her separate Trust, upon his or her death he or she may appoint all or part of his or her Trust, in trust, to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such principal beneficiary and such principal beneficiary's creditors, estate, and creditors of such principal beneficiary's estate), provided that any such appointment to a surviving spouse of a principal beneficiary shall be limited to a life estate in all or a lesser portion of such principal beneficiary's separate Trust, and such spouse's separate trust shall be administered as provided in Subparagraph I.D. below. Any part of his or her Trust such principal beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons with such persons to become the principal beneficiary thereunder;

a. for his or her lineal descendants then living, *per stirpes*; or

b. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse, SHIRLEY BERNSTEIN.

Such separate Trusts shall be administered as provided for trusts under this Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

D. **Administration of Separate Trust for Spouse**. The Independent Trustee shall pay to the spouse of a principal beneficiary, so much of the net income and principal of his or her separate trust as is proper for such spouse's Needs. Net income that is not distributed shall be added to principal on an annual basis. Upon the death of a spouse of a principal beneficiary, the remaining assets of his or her separate trust shall be divided among and held in separate Trusts for his or her lineal descendants then living, *per stirpes*, who are also lineal descendants of the predeceased principal beneficiary who established this Trust for his or her spouse pursuant to the power of appointment granted to said principal beneficiary under Subparagraph I.C. above. Each lineal descendant for whom a separate trust is established shall become the principal beneficiary of such separate Trusts and such separate trusts shall be administered as provided under Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

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

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

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

ARTICLE II. GENERAL

A. **Disability**. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for such a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt by such payee is a complete release to the Trustee.

B. Substance Abuse.

1. In General. If the Independent Trustee reasonably believes that a beneficiary of any trust (which for purposes of this Subparagraph II.B.1 includes the lineal descendants of a principal beneficiary who are eligible to receive distributions from that trust):

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

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

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

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

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Independent Trustee. If the beneficiary consents to the treatment, the Independent Trustee may, in its absolute and unfettered discretion, pay the costs of treatment including directly to the provider of those services.

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

5. Exoneration. No Independent Trustee (nor any doctor retained by the

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

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

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

D. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from birth by a married couple through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children shall only include TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and my lineal descendants shall include only said named individuals and their respective lineal descendants.

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

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a

Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Needs Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

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

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

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

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

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

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

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

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

F. **Limitations on Powers of Trustee**. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual) to support such beneficiary; and no Trustee shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein.

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

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

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

J. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

K. Release of Medical Information.

1. Disability of Beneficiary. Upon the written request of the Independent Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees including Independent Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all such Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

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

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

ARTICLE III. FIDUCIARIES

A. Powers of the Trustee. The Trustee has the powers now or hereafter provided by law and the following powers exercisable without court approval, provided, however, that the Trustee shall

exercise all powers in a fiduciary capacity:

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the ***"estate"***); to grant and exercise options to buy or sell; to make purchases from my estate, any trust established by me during my lifetime, for full and adequate consideration and to make loans to my estate for adequate and reasonable interest and security, and the Trustee is expressly authorized to purchase stock and securities for adequate and full consideration owned by my estate, any trust established by me during my lifetime, whether such stock and securities are issued by closely held corporations or publicly traded corporations; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

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

reduce any income distributions otherwise required hereunder for a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

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

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

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

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

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

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

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

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

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

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

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

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

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

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

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

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

or employee of the Business Entities, a fiduciary, or to any beneficiary; and

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

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. The Trustee (or the Independent Trustee if I am serving as Trustee or if a Related or Subordinate Party is serving as Trustee) is authorized to purchase one or more life insurance policies on my life, the life of any beneficiary described herein, or any spouse or lineal ascendant or lineal descendant of myself or such beneficiaries. The following provisions shall apply with respect to any insurance policies constituting an asset of any trust herein created:

a. General Powers. The Trustee shall have the power to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as part of the principal of the trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no Trustee other than a sole Trustee may exercise any incidents of ownership with respect to policies of insurance insuring the Trustee's own life.

b. Payment of Premiums. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance subject to this trust, or to make certain that such premiums are paid by myself or any other person, or to notify any persons of the nonpayment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid, except that it shall apply any dividends received by it on such policy to the payment of premiums thereon. Upon notice at any time during the continuance of this trust that the premiums due upon such policies are in default, or that premiums to become due will not be paid, either by myself or by any other person, the Trustee, within its sole discretion, may apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended term insurance, or may borrow upon such policy for the payment of premiums due thereon or may accept the cash values of such policy upon its forfeiture. If facts shall occur, under the terms of the policy which shall enable a waiver of the payment of future premiums, the Trustee, upon receipt of written notice of such facts, shall promptly notify the insurance company which has issued such policy, and shall take any and all steps necessary to make such waiver of premium provision effective.

c. Collection of Proceeds. Upon the death of an insured the proceeds of the insurance policies insuring that life which are then subject to this trust shall be collected by the Trustee. The Trustee shall have full authority to take any action with regard to the collection that it deems best and to pay any expenses thereof out of the trust estate. However, it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to any such policies and to give to all insurance companies the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies. Only the net proceeds of insurance policies subject to this trust shall be collected by the Trustee.

d. Liability of Insurance Company. No insurance company, whose policies shall be subject to this trust and who shall make payment of the proceeds thereof to the Trustee, shall be required to inquire into or take notice of any of the terms or conditions of this trust or to see to the application or disposition of the proceeds of such policies. The receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts herein created.

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

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

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

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

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

the times specified herein.

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

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

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

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

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

23. Fiduciary Outside Domiciliary State. In the event no Trustee shall be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are given to the appointing Trustee with respect to the trust. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required of any Trustee or agent acting under the provisions of this paragraph. No periodic court or statutory accounting shall be required of such appointed Trustee.

24. Additions. To receive and accept additions to the Trusts in cash or in kind from

donors, Personal Representatives, administrators, Trustees or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

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

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

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

28. Tax Reimbursement. To pay, from time to time in the Independent Trustee's sole and absolute discretion, to me or the Personal Representatives of my estate, on a cumulative basis as may be necessary, such amounts as I or my Personal Representatives shall certify as is necessary to discharge my tax liability (whether federal, state or otherwise) in respect of income realized by the Trust and not distributed to me; provided, however, this authority shall only be exercised by the Independent Trustee hereunder, and I shall not make or participate in making any discretionary distribution pursuant to this Subparagraph. The Independent Trustee shall have no obligation to reimburse me for any income taxes imposed on me by law and paid by me on Trust income or gains.

If I am serving as Trustee hereunder or if a Related or Subordinate Party is serving as Trustee hereunder, any powers and discretions provided under this Subparagraph III.A. to the Trustee that would result in gross estate inclusion of assets of this Trust under Code §§ 2036, 2038, or 2042, or successor provisions thereto, shall not be exercisable by me or such related or subordinate Trustee, and shall be exercisable only by the other Trustees who are not related or subordinate to me, or if none, by the Independent Trustee.

B. Resignation or Removal. The Trustee may resign with or without cause, by giving written notice, specifying the effective date of such resignation to his or her successor Trustee and to the current income beneficiaries, at the time of giving notice. I (or my spouse if she is serving as sole Trustee) reserve the right to remove a Trustee or co-Trustee from office, with or without cause, by giving written notice, specifying the effective date of such resignation to the removed Trustee, to his or her successor Trustee, and to the current income beneficiaries. Upon the resignation or removal of a Trustee, such Trustee shall be entitled to reimbursement from the Trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor. For purposes of this Subparagraph, the Trustee shall include the Independent Trustee.

C. **Appointment of Successor Trustee**.

1. Appointment. Upon a Trustee's resignation (including the Independent Trustee), or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee (including the Independent Trustee), I (or my spouse if she is serving as sole Trustee) may appoint any person or persons as successor Trustee, co-Trustee or Independent Trustee, and in the case of the Independent Trustee it shall not be a Related or Subordinate Party, nor a person related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve. There shall always be a Trustee and an Independent Trustee serving hereunder, provided that the same person or entity may serve in both capacities.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph III.C, subsequent to the death of the survivor of my spouse and me, I specifically appoint the following person or persons as Trustee of the following Trusts:

a. Trustee of Separate Trusts for My Lineal Descendants. With regard to a separate trust held for a lineal descendant of mine hereunder under which such lineal descendant is the principal beneficiary, each such lineal descendant of mine shall serve as co-Trustee with the then serving Trustee upon attaining age thirty (30) years, and each such lineal descendant shall serve as sole Trustee upon attaining age thirty-five (35) years, provided, however, that there shall always be an Independent Trustee serving of such separate trust. While serving as sole Trustee, a lineal descendant of mine may designate an co-Trustee to serve with such lineal descendant and each such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

b. Trustee of Separate Trust for a Spouse of a Lineal Descendant of Mine. A corporate fiduciary shall serve as Trustee and Independent Trustee of any separate trust held for the benefit of a spouse of a lineal descendant of mine. Such corporate fiduciary shall be an entity with trust powers under state law and no less than One Billion ($1,000,000,000.00) Dollars under trust management (itself and its affiliates).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee (including the Independent Trustee) is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee (or Independent Trustee, as the case may be) or the last person or entity designated to serve as Trustee of the applicable trust (or Independent Trustee, as the case may be) may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee or Independent Trustee (who may be one of the persons making the appointment if over the age of thirty years):

a. The remaining Trustees, if any; otherwise,

b. The principal beneficiary or the spouse of a principal beneficiary for whom a separate trust is held.

The appointment shall be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will.

4. Power to Remove Trustee. Subsequent to the death of the survivor of my spouse and me, the age 35 or older principal beneficiary of a Trust, or the spouse of a principal beneficiary for whom a separate trust is held, shall have the power to unanimously remove a Trustee, co-Trustee or Independent Trustee of such Trust at any time with or without cause other than a successor Trustee or Independent Trustee appointed by me or my spouse at death under our last Wills, with the successor Trustee or Independent Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

F. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under the preceding paragraph, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for

indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, Personal Representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

G. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

H. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a Trust upon the written request of any adult vested beneficiary of such Trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such Trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a Trust.

I. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make

loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

J. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

K. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a Trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

L. **Multiple Trustees**. Except as specifically provided herein as to the allocation of powers or discretion of the Independent Trustee, if two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE IV. INDEPENDENT TRUSTEE

A. **In General**. The Independent Trustee shall have only those duties, obligations, and powers hereunder expressly provided to it, and the Trustee shall not participate in any affirmative duties

provided to the Independent Trustee. Otherwise, the provisions hereunder applicable to the Trustee shall be applicable also to the Independent Trustee except where the context differentiates between a Trustee and an Independent Trustee, including without limitation provisions relating to liability and indemnification of trustees. In the event of any conflict between the powers granted hereunder to both the Trustee and the Independent Trustee, the powers of the Independent Trustee shall have priority over the Trustee. Thus, for example, if the Independent Trustee determines to invest in a Closely Held Interest, such investment is permissible notwithstanding that it reduces the assets available for other investments by the Trustee.

B. **Who May Serve**. Notwithstanding any other provisions of this Trust Agreement to the contrary, including without limitation powers in myself or others to appoint additional or successor Trustees or Independent Trustees, at no time shall a person or entity serve as an Independent Trustee hereunder if such person or entity is a Related or Subordinate Party or is related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto, nor shall I be eligible to serve.

C. **Limited Power of Amendment.**

1. Amendment Power. In the case of each separate Trust at any time in existence hereunder, such Trust's then Independent Trustee, other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Subparagraph IV.C.2 below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit the Trustees hereunder (including the Independent Trustee):

a. To address tax and/or other circumstantial changes that may affect such Trust and/or its beneficiaries,

b. To take advantage of changed trust drafting approaches to address potential trust problems, and/or

c. To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such Trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such Trust, in whatever way or ways, such Independent Trustee, in the exercise of its sole discretion, may deem appropriate in the best interests, as interpreted by such Independent Trustee alone, of the principal beneficiary of such Trust(s) and of each such principal beneficiary's family as a whole. Such Independent Trustee shall be guided by what, in the sole judgment of such Independent Trustee alone, would apparently be my original intent hereunder in the light of the changed circumstances. This power of amendment shall include, by way of example and not limitation, the power to:

d. Grant, reduce or eliminate general (as defined in Code Section 2041) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

e. Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

f. Divide a Trust into separate trusts or merge separate trusts together;

g. Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any Trust hereunder with respect to which such subaccounts are more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that Trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the principal beneficiary or one or more of the other current beneficiaries of that Trust (such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or Code Section 2032A election, or (ii) a disclaimer to be made; and

h. Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries, myself, and/or a Trustee (including Independent Trustee) hereunder.

2. Limitations on Amendment Power. Notwithstanding the foregoing, however, under no circumstances shall any such amendment:

a. Extend the period of any such trust's existence beyond the already applicable rule against perpetuities limitation period specified in Subparagraph I.G;

b. Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

c. Reduce in any way the restrictions and limitations on or liabilities of (i) myself hereunder, including without limitation Subparagraph I.A or as a fiduciary as set forth in Subparagraph III.F, or (ii) this Article IV. This shall not be interpreted to limit the ability of the Independent Trustee to increase such restrictions, limitations and liabilities;

d. Result in any direct or indirect financial benefit to anyone who is not presently or in the future a lineal descendant of mine or the spouse of lineal descendant of mine while

married to a lineal descendant of mine;

e. Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any charitable deduction, any annual gift tax exclusion, Code Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation without adversely affecting the S election of such corporation, a significant grandfathered status under some changed law, and so on).

3. Method of Amendment. Any such amendment shall be by written instrument, executed by such amending Independent Trustee with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

ARTICLE V. ADDITIONAL TAX MATTERS

A. GST Trusts. I direct (a) that the Trustee shall divide any Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such Trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in Trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a Trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such Trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares.

I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the Trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. For purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation

(occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. The valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this Trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this Trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this Trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such

additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that the principal of a Trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a Trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such Trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee[s] shall (a) hold such stock as a substantially separate and independent share of such Trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

D. **Taxes**. The Trustee shall pay to the Personal Representative of my estate from the principal of the Trust, but not from the portion of any asset or the proceeds thereof which would not otherwise be includible in my gross estate for estate tax purposes, such as the proceeds of insurance policies that are not includible in my estate, such amounts as the Personal Representative certifies, in writing, are required for the payment of estate, inheritance, succession and transfer taxes, including any interest or penalty thereon, which are payable by said Personal Representative by reason of my death and are attributable to assets held in this Trust (*i.e.*, to the extent that such taxes are increased by the taxability of such Trust assets). The Trustee may rely upon the correctness of such certifications and is exonerated from all liability for making payments in reliance thereon. Notwithstanding any distribution requirement herein, subsequent to my death the Trustee is authorized to retain in trust any amounts designated to be distributed until the earlier of the issuance of an estate tax closing letter from the Internal Revenue Service in regard to my estate or the closing of the federal estate tax statute of limitations for estate taxes arising by reason of my death.

E. **Taxpayer Identification Number**. By executing this Trust Agreement, the Trustee authorizes Tescher & Spallina, P.A. to apply for a taxpayer identification number from the Internal Revenue Service for the Trust.

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

GRANTOR and CO-TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

CO-TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

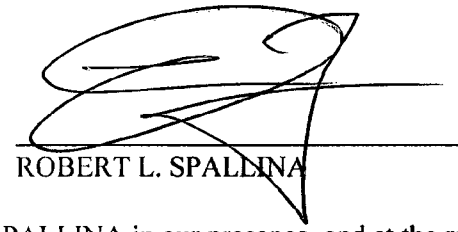
[Seal with Commission Expiration Date]

Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

INDEPENDENT TRUSTEE:



ROBERT L. SPALLINA

This instrument was signed by ROBERT L. SPALLINA in our presence, and at the request of and in the presence of ROBERT L. SPALLINA and each other, we subscribe our names as witnesses on this 2nd day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by ROBERT L. SPALLINA.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

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TRUST

ATTACHMENT

ITEM NO.	DESCRIPTION	AMOUNT
1	Cash	$1.00

65-6477114

ELIOT BERNSTEIN

FAMILY TRUST

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

ELIOT BERNSTEIN

FAMILY TRUST

THIS IRREVOCABLE TRUST AGREEMENT is made and entered into this 20 day of MAY, 2008, by and between SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, as grantor, hereinafter referred to in the first person, and SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN as co-trustees (referred to as the ***"Trustee,"*** which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee), and ROBERT L. SPALLINA as the independent trustee (referred to as the ***"Independent Trustee,"*** which term more particularly refers to all individuals and entities serving as independent trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor independent trustee). I have delivered to the Trustee certain property as set forth in the Attachment annexed hereto, receipt of which is hereby acknowledged by the Trustee. Such property, and any additions to such property, shall be held in trust as provided in this Agreement.

ARTICLE I. TRUST ADMINISTRATION

A. **Additions, Substitutions and Trust Irrevocable**. I or any other person may cause additional property to be added hereunder at any time during life or at death by will, insurance or death benefit beneficiary designation or otherwise. I shall have no right or power, either alone or in conjunction with any other person, to alter, amend, revoke or terminate any of the terms of this Agreement in any manner whatever. Unless and until surrendered by me in a writing delivered to the Trustee, I retain the power, to be exercised in an individual and nonfiduciary capacity (*i.e.*, without any fiduciary duty to any beneficiary with respect to its exercise or nonexercise) and without requiring the consent or approval of any person, to from time to time reacquire trust principal by substituting other property of equivalent value for said principal. Notwithstanding the foregoing, said right of substitution shall not apply to any insurance policies on my life owned by this Trust that would cause me to have any incidents of ownership as that term is defined under Section 2042 of the Code and the Regulations thereunder. I shall have the right at any time or times by an instrument, in writing, delivered to the Trustee to relinquish the right of substitution provided for herein.

B. **Rights of Withdrawal**. In any calendar year during my life in which property is contributed to the Trust by gift, each Withdrawal Beneficiary with respect to such contribution, acting personally or through his or her legal or natural guardian or attorney-in-fact, is hereby granted the absolute right, with respect to each such contribution, by written instrument or instruments delivered to the Trustee prior to the termination of such right, to withdraw from the principal of the Trust, from time

to time, an amount having an aggregate value (as of the date or dates of withdrawal) equal to such Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution. Any such right to withdraw shall terminate at the earliest time and then to the extent that any such termination will not result in a taxable gift made by the individual holding the right, provided, no part of any right to withdraw shall terminate less than 60 days after the contribution to the Trust to which such right relates.

1. For purposes of this Subparagraph I.B, a Withdrawal Beneficiary with respect to a contribution to the Trust shall mean each person designated by the contributor to the Trustee in writing contemporaneously with such contribution, provided, in the event the contributor fails to make any such designation with respect to a contribution, my then living lineal descendants and their spouses shall be the Withdrawal Beneficiary with respect to such contribution.

2. For purposes of this Subparagraph I.B, each Withdrawal Beneficiary's Withdrawal Amount with respect to a contribution shall be such amount designated by the contributor to the Trustee in writing contemporaneously with the contributor's designation of such person as a Withdrawal Beneficiary, provided, if the contributor of such contribution fails to designate a Withdrawal Amount with respect to any Withdrawal Beneficiary, then each Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution shall be an amount equal to a fraction (defined below) multiplied by the lesser of (i) the value of such contribution (at the time of such contribution), or (ii) the sum of the amounts of all federal gift tax exclusions then available to the contributor with respect to all Withdrawal Beneficiaries with respect to such contribution. The numerator of said fraction shall be the amount of any federal gift tax exclusion available to such contributor with respect to such Withdrawal Beneficiary (at the time of such contribution) and the denominator shall be the sum of the amounts of all federal gift tax exclusions then available to such contributor with respect to all such Withdrawal Beneficiaries. One-half of a contribution made by a married person shall be treated as a second separate contribution made by his or her spouse, provided, if such married person's spouse is then one of such Withdrawal Beneficiaries, only one-half of the excess of such contribution (at the time of such contribution) over the amount of the federal gift tax exclusion then available to such contributor with respect to his or her spouse shall be so treated.

3. Regardless of anything in this Subparagraph I.B to the contrary, each contributor of a contribution to this Trust shall have the right with respect to such contribution by a written instrument delivered to the Trustee at the time of such contribution (i) to exclude any person who would otherwise have a right of withdrawal from exercising such power; (ii) to increase or decrease the amount subject to any right of withdrawal except that the amount subject to all withdrawal rights shall not exceed the amount of the contribution; and/or (iii) to change the period during which any right of withdrawal may be exercised.

4. The Trustee shall inform any Withdrawal Beneficiary of the existence of such right of withdrawal within ten days after it comes into existence but not later than the last day of the calendar year in which it comes into existence. Any such Withdrawal Beneficiary or his or her guardian may, after receiving such notice at least once, waive further notices by an instrument in writing delivered to the Trustee.

C. **Trusts for ELIOT BERNSTEIN and my Lineal Descendants.** The Trust shall be administered as follows for its beneficiaries:

1. Initial Beneficiary. My son, ELIOT BERNSTEIN, shall be the first principal beneficiary of the Trust.

2. Net Income and Principal Distributions.

a. The Trustee shall pay to or apply for the benefit of a principal beneficiary and the lineal descendants of a principal beneficiary dependent on such principal beneficiary for support, so much of the net income and then principal of his or her separate Trust as the Independent Trustee determines in its sole, absolute and unreviewable discretion, provided, however, that while a principal beneficiary is serving as Trustee hereunder, he or she may make distributions to or for the benefit of himself or herself for such beneficiary's Needs without any authorization from the Independent Trustee. Having in mind the extent to which funds will be available for expenditure for the benefit of such beneficiaries, the Independent Trustee is authorized to expend such amounts as it, in its sole, absolute and unreviewable discretion, shall determine to maintain the then current lifestyle of such beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever. Net income that is not distributed shall be added to principal on an annual basis.

b. The Independent Trustee is specifically authorized in its sole, absolute and unreviewable discretion to acquire, hold and maintain one or more residences (whether held as real property, condominium or cooperative apartment) for the use and benefit of the principal beneficiary and his or her cohabitating spouse and lineal descendants, and to sell or otherwise dispose of such residences when not desired for such use and benefit. The Independent Trustee is authorized to pay all carrying charges of such residences, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair, renovation, improvement and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of such beneficiaries.

c. In exercising the discretions conferred in this Subparagraph, the Independent Trustee should give due consideration to the advisability of using the principal beneficiary's own assets and resources in order to reduce the amount of the principal beneficiary's taxable estate, thereby minimizing the amount of the principal beneficiary's future taxes. Further, it is my intent that this Trust be used to enhance the principal beneficiaries' quality of life, including (without limitation) travel, purchase of a home, cultural appreciation and enjoyment (music, arts, etc.), and education. In addition, I would like this Trust to provide a source of funds in the event that a principal beneficiary, through accident or misfortune, does not have sufficient sources of income to provide for his or her own support. I expect my lineal descendants to support themselves independently and to be productive members of their communities and not to become dependent upon distributions from the Trusts to the extent that they lose their ambition and incentive. When a beneficiary is able to be gainfully employed

and is not actively engaged in raising his or her children, the Independent Trustee should give due consideration in exercising its discretion to not using Trust assets to replace the beneficiary's own efforts to work and accumulate financial security. However, it is not my intent to force a parent to work outside the home when he or she has determined that it is important to stay at home to raise a family. In addition, I do not intend that the Independent Trustee place undue emphasis on the amount a beneficiary earns if he or she is actively engaged in a worthwhile pursuit, including working as an unpaid volunteer for charitable purposes. In prioritizing distributions between the principal beneficiary and his or her lineal descendants, it is my intent that my first priority is the principal beneficiary. In addition to the foregoing guidance, I request, but do not require, that my lineal descendants take adequate precautions for the protection of our family's wealth and property from marital discord through the use of prenuptial agreements or other similar planning and devices. I also request, but do not require, that my lineal descendants pursue higher education, to the best of their abilities and individual circumstances. For some descendants this may mean the completion of a college education, the receipt of a masters or a doctorate, or a professional degree, and for others this may mean training in their chosen vocation. It is not my goal that the Independent Trustee reward professional students, nor punish those lineal descendants for whom life or individual circumstances indicate that the pursuit of higher education is not practical or advantageous, but only to encourage my lineal descendants to take full advantage of all educational opportunities open to them and not rush their entry into the workplace. I do not intend by these expressions of intent to bind the Independent Trustee or alter the absolute discretion it has been granted hereunder or create enforceable obligations to any beneficiary, but merely to provide general guidance to the Independent Trustee in the exercise of its discretions.

3. Death of a Principal Beneficiary. If a principal beneficiary dies with assets remaining in his or her separate Trust, upon his or her death he or she may appoint all or part of his or her Trust, in trust, to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such principal beneficiary and such principal beneficiary's creditors, estate, and creditors of such principal beneficiary's estate), provided that any such appointment to a surviving spouse of a principal beneficiary shall be limited to a life estate in all or a lesser portion of such principal beneficiary's separate Trust, and such spouse's separate trust shall be administered as provided in Subparagraph I.D. below. Any part of his or her Trust such principal beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons with such persons to become the principal beneficiary thereunder;

a. for his or her lineal descendants then living, *per stirpes*; or

b. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse, SHIRLEY BERNSTEIN.

Such separate Trusts shall be administered as provided for trusts under this Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

D. **Administration of Separate Trust for Spouse**. The Independent Trustee shall pay to the spouse of a principal beneficiary, so much of the net income and principal of his or her separate trust as is proper for such spouse's Needs. Net income that is not distributed shall be added to principal on an annual basis. Upon the death of a spouse of a principal beneficiary, the remaining assets of his or her separate trust shall be divided among and held in separate Trusts for his or her lineal descendants then living, *per stirpes*, who are also lineal descendants of the predeceased principal beneficiary who established this Trust for his or her spouse pursuant to the power of appointment granted to said principal beneficiary under Subparagraph I.C. above. Each lineal descendant for whom a separate trust is established shall become the principal beneficiary of such separate Trusts and such separate trusts shall be administered as provided under Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

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

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

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

ARTICLE II. GENERAL

A. **Disability**. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for such a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt by such payee is a complete release to the Trustee.

B. Substance Abuse.

1. In General. If the Independent Trustee reasonably believes that a beneficiary of any trust (which for purposes of this Subparagraph II.B.1 includes the lineal descendants of a principal beneficiary who are eligible to receive distributions from that trust):

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

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

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

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

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Independent Trustee. If the beneficiary consents to the treatment, the Independent Trustee may, in its absolute and unfettered discretion, pay the costs of treatment including directly to the provider of those services.

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

5. Exoneration. No Independent Trustee (nor any doctor retained by the

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

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

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

D. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from birth by a married couple through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children shall only include TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and my lineal descendants shall include only said named individuals and their respective lineal descendants.

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

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a

Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Needs Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

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

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

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

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

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

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

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

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

F. **Limitations on Powers of Trustee**. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual) to support such beneficiary; and no Trustee shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein.

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

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

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

J. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

K. Release of Medical Information.

1. Disability of Beneficiary. Upon the written request of the Independent Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees including Independent Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all such Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

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

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

ARTICLE III. FIDUCIARIES

A. Powers of the Trustee. The Trustee has the powers now or hereafter provided by law and the following powers exercisable without court approval, provided, however, that the Trustee shall

exercise all powers in a fiduciary capacity:

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the ***"estate"***); to grant and exercise options to buy or sell; to make purchases from my estate, any trust established by me during my lifetime, for full and adequate consideration and to make loans to my estate for adequate and reasonable interest and security, and the Trustee is expressly authorized to purchase stock and securities for adequate and full consideration owned by my estate, any trust established by me during my lifetime, whether such stock and securities are issued by closely held corporations or publicly traded corporations; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

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

reduce any income distributions otherwise required hereunder for a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

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

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

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

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

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

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

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

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

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

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

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

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

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

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

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

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

or employee of the Business Entities, a fiduciary, or to any beneficiary; and

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

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. The Trustee (or the Independent Trustee if I am serving as Trustee or if a Related or Subordinate Party is serving as Trustee) is authorized to purchase one or more life insurance policies on my life, the life of any beneficiary described herein, or any spouse or lineal ascendant or lineal descendant of myself or such beneficiaries. The following provisions shall apply with respect to any insurance policies constituting an asset of any trust herein created:

a. General Powers. The Trustee shall have the power to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as part of the principal of the trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no Trustee other than a sole Trustee may exercise any incidents of ownership with respect to policies of insurance insuring the Trustee's own life.

b. Payment of Premiums. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance subject to this trust, or to make certain that such premiums are paid by myself or any other person, or to notify any persons of the nonpayment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid, except that it shall apply any dividends received by it on such policy to the payment of premiums thereon. Upon notice at any time during the continuance of this trust that the premiums due upon such policies are in default, or that premiums to become due will not be paid, either by myself or by any other person, the Trustee, within its sole discretion, may apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended term insurance, or may borrow upon such policy for the payment of premiums due thereon or may accept the cash values of such policy upon its forfeiture. If facts shall occur, under the terms of the policy which shall enable a waiver of the payment of future premiums, the Trustee, upon receipt of written notice of such facts, shall promptly notify the insurance company which has issued such policy, and shall take any and all steps necessary to make such waiver of premium provision effective.

c. Collection of Proceeds. Upon the death of an insured the proceeds of the insurance policies insuring that life which are then subject to this trust shall be collected by the Trustee. The Trustee shall have full authority to take any action with regard to the collection that it deems best and to pay any expenses thereof out of the trust estate. However, it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to any such policies and to give to all insurance companies the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies. Only the net proceeds of insurance policies subject to this trust shall be collected by the Trustee.

d. Liability of Insurance Company. No insurance company, whose policies shall be subject to this trust and who shall make payment of the proceeds thereof to the Trustee, shall be required to inquire into or take notice of any of the terms or conditions of this trust or to see to the application or disposition of the proceeds of such policies. The receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts herein created.

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

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

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

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

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

the times specified herein.

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

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

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

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

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

23. Fiduciary Outside Domiciliary State. In the event no Trustee shall be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are given to the appointing Trustee with respect to the trust. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required of any Trustee or agent acting under the provisions of this paragraph. No periodic court or statutory accounting shall be required of such appointed Trustee.

24. Additions. To receive and accept additions to the Trusts in cash or in kind from

donors, Personal Representatives, administrators, Trustees or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

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

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

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

28. Tax Reimbursement. To pay, from time to time in the Independent Trustee's sole and absolute discretion, to me or the Personal Representatives of my estate, on a cumulative basis as may be necessary, such amounts as I or my Personal Representatives shall certify as is necessary to discharge my tax liability (whether federal, state or otherwise) in respect of income realized by the Trust and not distributed to me; provided, however, this authority shall only be exercised by the Independent Trustee hereunder, and I shall not make or participate in making any discretionary distribution pursuant to this Subparagraph. The Independent Trustee shall have no obligation to reimburse me for any income taxes imposed on me by law and paid by me on Trust income or gains.

If I am serving as Trustee hereunder or if a Related or Subordinate Party is serving as Trustee hereunder, any powers and discretions provided under this Subparagraph III.A. to the Trustee that would result in gross estate inclusion of assets of this Trust under Code §§ 2036, 2038, or 2042, or successor provisions thereto, shall not be exercisable by me or such related or subordinate Trustee, and shall be exercisable only by the other Trustees who are not related or subordinate to me, or if none, by the Independent Trustee.

B. Resignation or Removal. The Trustee may resign with or without cause, by giving written notice, specifying the effective date of such resignation to his or her successor Trustee and to the current income beneficiaries, at the time of giving notice. I (or my spouse if she is serving as sole Trustee) reserve the right to remove a Trustee or co-Trustee from office, with or without cause, by giving written notice, specifying the effective date of such resignation to the removed Trustee, to his or her successor Trustee, and to the current income beneficiaries. Upon the resignation or removal of a Trustee, such Trustee shall be entitled to reimbursement from the Trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor. For purposes of this Subparagraph, the Trustee shall include the Independent Trustee.

C. **Appointment of Successor Trustee**.

1. Appointment. Upon a Trustee's resignation (including the Independent Trustee), or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee (including the Independent Trustee), I (or my spouse if she is serving as sole Trustee) may appoint any person or persons as successor Trustee, co-Trustee or Independent Trustee, and in the case of the Independent Trustee it shall not be a Related or Subordinate Party, nor a person related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve. There shall always be a Trustee and an Independent Trustee serving hereunder, provided that the same person or entity may serve in both capacities.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph III.C, subsequent to the death of the survivor of my spouse and me, I specifically appoint the following person or persons as Trustee of the following Trusts:

a. Trustee of Separate Trusts for My Lineal Descendants. With regard to a separate trust held for a lineal descendant of mine hereunder under which such lineal descendant is the principal beneficiary, each such lineal descendant of mine shall serve as co-Trustee with the then serving Trustee upon attaining age thirty (30) years, and each such lineal descendant shall serve as sole Trustee upon attaining age thirty-five (35) years, provided, however, that there shall always be an Independent Trustee serving of such separate trust. While serving as sole Trustee, a lineal descendant of mine may designate an co-Trustee to serve with such lineal descendant and each such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

b. Trustee of Separate Trust for a Spouse of a Lineal Descendant of Mine. A corporate fiduciary shall serve as Trustee and Independent Trustee of any separate trust held for the benefit of a spouse of a lineal descendant of mine. Such corporate fiduciary shall be an entity with trust powers under state law and no less than One Billion ($1,000,000,000.00) Dollars under trust management (itself and its affiliates).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee (including the Independent Trustee) is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee (or Independent Trustee, as the case may be) or the last person or entity designated to serve as Trustee of the applicable trust (or Independent Trustee, as the case may be) may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee or Independent Trustee (who may be one of the persons making the appointment if over the age of thirty years):

a. The remaining Trustees, if any; otherwise,

b. The principal beneficiary or the spouse of a principal beneficiary for whom a separate trust is held.

The appointment shall be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will.

4. Power to Remove Trustee. Subsequent to the death of the survivor of my spouse and me, the age 35 or older principal beneficiary of a Trust, or the spouse of a principal beneficiary for whom a separate trust is held, shall have the power to unanimously remove a Trustee, co-Trustee or Independent Trustee of such Trust at any time with or without cause other than a successor Trustee or Independent Trustee appointed by me or my spouse at death under our last Wills, with the successor Trustee or Independent Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

F. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under the preceding paragraph, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for

indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, Personal Representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

G. **Compensation, Bond**. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

H. **Maintenance of Records**. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a Trust upon the written request of any adult vested beneficiary of such Trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such Trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a Trust.

I. **Interested Trustee**. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make

loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

J. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

K. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a Trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

L. **Multiple Trustees**. Except as specifically provided herein as to the allocation of powers or discretion of the Independent Trustee, if two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE IV. INDEPENDENT TRUSTEE

A. **In General**. The Independent Trustee shall have only those duties, obligations, and powers hereunder expressly provided to it, and the Trustee shall not participate in any affirmative duties

provided to the Independent Trustee. Otherwise, the provisions hereunder applicable to the Trustee shall be applicable also to the Independent Trustee except where the context differentiates between a Trustee and an Independent Trustee, including without limitation provisions relating to liability and indemnification of trustees. In the event of any conflict between the powers granted hereunder to both the Trustee and the Independent Trustee, the powers of the Independent Trustee shall have priority over the Trustee. Thus, for example, if the Independent Trustee determines to invest in a Closely Held Interest, such investment is permissible notwithstanding that it reduces the assets available for other investments by the Trustee.

B. **Who May Serve**. Notwithstanding any other provisions of this Trust Agreement to the contrary, including without limitation powers in myself or others to appoint additional or successor Trustees or Independent Trustees, at no time shall a person or entity serve as an Independent Trustee hereunder if such person or entity is a Related or Subordinate Party or is related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto, nor shall I be eligible to serve.

C. **Limited Power of Amendment.**

1. Amendment Power. In the case of each separate Trust at any time in existence hereunder, such Trust's then Independent Trustee, other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Subparagraph IV.C.2 below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit the Trustees hereunder (including the Independent Trustee):

a. To address tax and/or other circumstantial changes that may affect such Trust and/or its beneficiaries,

b. To take advantage of changed trust drafting approaches to address potential trust problems, and/or

c. To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such Trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such Trust, in whatever way or ways, such Independent Trustee, in the exercise of its sole discretion, may deem appropriate in the best interests, as interpreted by such Independent Trustee alone, of the principal beneficiary of such Trust(s) and of each such principal beneficiary's family as a whole. Such Independent Trustee shall be guided by what, in the sole judgment of such Independent Trustee alone, would apparently be my original intent hereunder in the light of the changed circumstances. This power of amendment shall include, by way of example and not limitation, the power to:

d. Grant, reduce or eliminate general (as defined in Code Section 2041) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

e. Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

f. Divide a Trust into separate trusts or merge separate trusts together;

g. Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any Trust hereunder with respect to which such subaccounts are more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that Trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the principal beneficiary or one or more of the other current beneficiaries of that Trust (such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or Code Section 2032A election, or (ii) a disclaimer to be made; and

h. Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries, myself, and/or a Trustee (including Independent Trustee) hereunder.

2. Limitations on Amendment Power. Notwithstanding the foregoing, however, under no circumstances shall any such amendment:

a. Extend the period of any such trust's existence beyond the already applicable rule against perpetuities limitation period specified in Subparagraph I.G;

b. Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

c. Reduce in any way the restrictions and limitations on or liabilities of (i) myself hereunder, including without limitation Subparagraph I.A or as a fiduciary as set forth in Subparagraph III.F, or (ii) this Article IV. This shall not be interpreted to limit the ability of the Independent Trustee to increase such restrictions, limitations and liabilities;

d. Result in any direct or indirect financial benefit to anyone who is not presently or in the future a lineal descendant of mine or the spouse of lineal descendant of mine while

married to a lineal descendant of mine;

e. Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any charitable deduction, any annual gift tax exclusion, Code Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation without adversely affecting the S election of such corporation, a significant grandfathered status under some changed law, and so on).

3. Method of Amendment. Any such amendment shall be by written instrument, executed by such amending Independent Trustee with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

ARTICLE V. ADDITIONAL TAX MATTERS

A. GST Trusts. I direct (a) that the Trustee shall divide any Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such Trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in Trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a Trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such Trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares.

I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the Trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. For purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation

(occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. The valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this Trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this Trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this Trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such

additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that the principal of a Trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a Trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such Trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee[s] shall (a) hold such stock as a substantially separate and independent share of such Trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

D. **Taxes**. The Trustee shall pay to the Personal Representative of my estate from the principal of the Trust, but not from the portion of any asset or the proceeds thereof which would not otherwise be includible in my gross estate for estate tax purposes, such as the proceeds of insurance policies that are not includible in my estate, such amounts as the Personal Representative certifies, in writing, are required for the payment of estate, inheritance, succession and transfer taxes, including any interest or penalty thereon, which are payable by said Personal Representative by reason of my death and are attributable to assets held in this Trust (*i.e.*, to the extent that such taxes are increased by the taxability of such Trust assets). The Trustee may rely upon the correctness of such certifications and is exonerated from all liability for making payments in reliance thereon. Notwithstanding any distribution requirement herein, subsequent to my death the Trustee is authorized to retain in trust any amounts designated to be distributed until the earlier of the issuance of an estate tax closing letter from the Internal Revenue Service in regard to my estate or the closing of the federal estate tax statute of limitations for estate taxes arising by reason of my death.

E. **Taxpayer Identification Number**. By executing this Trust Agreement, the Trustee authorizes Tescher & Spallina, P.A. to apply for a taxpayer identification number from the Internal Revenue Service for the Trust.

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

GRANTOR and CO-TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

CO-TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 1st day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton Fl 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

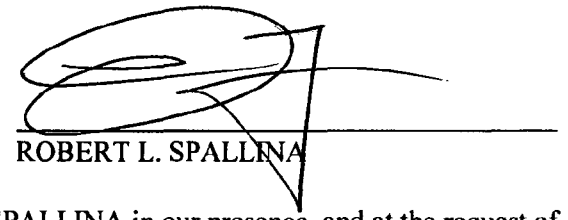
[Seal With Commission Expiration Date]

Kimberly Moran
Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

INDEPENDENT TRUSTEE:



ROBERT L. SPALLINA

This instrument was signed by ROBERT L. SPALLINA in our presence, and at the request of and in the presence of ROBERT L. SPALLINA and each other, we subscribe our names as witnesses on this 20th day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS. ◦

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by ROBERT L. SPALLINA.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\Children's Trusts\Eliot Bernstein Family Trust.wpd [05 11:22 20 08]

TRUST

ATTACHMENT

ITEM NO.	DESCRIPTION	AMOUNT
1	Cash	$1.00

65-6477115

JILL IANTONI

FAMILY TRUST

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

JILL IANTONI

FAMILY TRUST

THIS IRREVOCABLE TRUST AGREEMENT is made and entered into this 20 day of MAY, 2008, by and between SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, ~~as~~ grantor, hereinafter referred to in the first person, and SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN as co-trustees (referred to as the ***"Trustee,"*** which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee), and ROBERT L. SPALLINA as the independent trustee (referred to as the ***"Independent Trustee,"*** which term more particularly refers to all individuals and entities serving as independent trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor independent trustee). I have delivered to the Trustee certain property as set forth in the Attachment annexed hereto, receipt of which is hereby acknowledged by the Trustee. Such property, and any additions to such property, shall be held in trust as provided in this Agreement.

ARTICLE I. TRUST ADMINISTRATION

A. **Additions, Substitutions and Trust Irrevocable**. I or any other person may cause additional property to be added hereunder at any time during life or at death by will, insurance or death benefit beneficiary designation or otherwise. I shall have no right or power, either alone or in conjunction with any other person, to alter, amend, revoke or terminate any of the terms of this Agreement in any manner whatever. Unless and until surrendered by me in a writing delivered to the Trustee, I retain the power, to be exercised in an individual and nonfiduciary capacity (*i.e.*, without any fiduciary duty to any beneficiary with respect to its exercise or nonexercise) and without requiring the consent or approval of any person, to from time to time reacquire trust principal by substituting other property of equivalent value for said principal. Notwithstanding the foregoing, said right of substitution shall not apply to any insurance policies on my life owned by this Trust that would cause me to have any incidents of ownership as that term is defined under Section 2042 of the Code and the Regulations thereunder. I shall have the right at any time or times by an instrument, in writing, delivered to the Trustee to relinquish the right of substitution provided for herein.

B. **Rights of Withdrawal**. In any calendar year during my life in which property is contributed to the Trust by gift, each Withdrawal Beneficiary with respect to such contribution, acting personally or through his or her legal or natural guardian or attorney-in-fact, is hereby granted the absolute right, with respect to each such contribution, by written instrument or instruments delivered to the Trustee prior to the termination of such right, to withdraw from the principal of the Trust, from time

to time, an amount having an aggregate value (as of the date or dates of withdrawal) equal to such Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution. Any such right to withdraw shall terminate at the earliest time and then to the extent that any such termination will not result in a taxable gift made by the individual holding the right, provided, no part of any right to withdraw shall terminate less than 60 days after the contribution to the Trust to which such right relates.

1. For purposes of this Subparagraph I.B, a Withdrawal Beneficiary with respect to a contribution to the Trust shall mean each person designated by the contributor to the Trustee in writing contemporaneously with such contribution, provided, in the event the contributor fails to make any such designation with respect to a contribution, my then living lineal descendants and their spouses shall be the Withdrawal Beneficiary with respect to such contribution.

2. For purposes of this Subparagraph I.B, each Withdrawal Beneficiary's Withdrawal Amount with respect to a contribution shall be such amount designated by the contributor to the Trustee in writing contemporaneously with the contributor's designation of such person as a Withdrawal Beneficiary, provided, if the contributor of such contribution fails to designate a Withdrawal Amount with respect to any Withdrawal Beneficiary, then each Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution shall be an amount equal to a fraction (defined below) multiplied by the lesser of (i) the value of such contribution (at the time of such contribution), or (ii) the sum of the amounts of all federal gift tax exclusions then available to the contributor with respect to all Withdrawal Beneficiaries with respect to such contribution. The numerator of said fraction shall be the amount of any federal gift tax exclusion available to such contributor with respect to such Withdrawal Beneficiary (at the time of such contribution) and the denominator shall be the sum of the amounts of all federal gift tax exclusions then available to such contributor with respect to all such Withdrawal Beneficiaries. One-half of a contribution made by a married person shall be treated as a second separate contribution made by his or her spouse, provided, if such married person's spouse is then one of such Withdrawal Beneficiaries, only one-half of the excess of such contribution (at the time of such contribution) over the amount of the federal gift tax exclusion then available to such contributor with respect to his or her spouse shall be so treated.

3. Regardless of anything in this Subparagraph I.B to the contrary, each contributor of a contribution to this Trust shall have the right with respect to such contribution by a written instrument delivered to the Trustee at the time of such contribution (i) to exclude any person who would otherwise have a right of withdrawal from exercising such power; (ii) to increase or decrease the amount subject to any right of withdrawal except that the amount subject to all withdrawal rights shall not exceed the amount of the contribution; and/or (iii) to change the period during which any right of withdrawal may be exercised.

4. The Trustee shall inform any Withdrawal Beneficiary of the existence of such right of withdrawal within ten days after it comes into existence but not later than the last day of the calendar year in which it comes into existence. Any such Withdrawal Beneficiary or his or her guardian may, after receiving such notice at least once, waive further notices by an instrument in writing delivered to the Trustee.

C. **Trusts for JILL IANTONI and my Lineal Descendants.** The Trust shall be administered as follows for its beneficiaries:

1. Initial Beneficiary. My daughter, JILL IANTONI, shall be the first principal beneficiary of the Trust.

2. Net Income and Principal Distributions.

a. The Trustee shall pay to or apply for the benefit of a principal beneficiary and the lineal descendants of a principal beneficiary dependent on such principal beneficiary for support, so much of the net income and then principal of his or her separate Trust as the Independent Trustee determines in its sole, absolute and unreviewable discretion, provided, however, that while a principal beneficiary is serving as Trustee hereunder, he or she may make distributions to or for the benefit of himself or herself for such beneficiary's Needs without any authorization from the Independent Trustee. Having in mind the extent to which funds will be available for expenditure for the benefit of such beneficiaries, the Independent Trustee is authorized to expend such amounts as it, in its sole, absolute and unreviewable discretion, shall determine to maintain the then current lifestyle of such beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever. Net income that is not distributed shall be added to principal on an annual basis.

b. The Independent Trustee is specifically authorized in its sole, absolute and unreviewable discretion to acquire, hold and maintain one or more residences (whether held as real property, condominium or cooperative apartment) for the use and benefit of the principal beneficiary and his or her cohabitating spouse and lineal descendants, and to sell or otherwise dispose of such residences when not desired for such use and benefit. The Independent Trustee is authorized to pay all carrying charges of such residences, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair, renovation, improvement and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of such beneficiaries.

c. In exercising the discretions conferred in this Subparagraph, the Independent Trustee should give due consideration to the advisability of using the principal beneficiary's own assets and resources in order to reduce the amount of the principal beneficiary's taxable estate, thereby minimizing the amount of the principal beneficiary's future taxes. Further, it is my intent that this Trust be used to enhance the principal beneficiaries' quality of life, including (without limitation) travel, purchase of a home, cultural appreciation and enjoyment (music, arts, etc.), and education. In addition, I would like this Trust to provide a source of funds in the event that a principal beneficiary, through accident or misfortune, does not have sufficient sources of income to provide for his or her own support. I expect my lineal descendants to support themselves independently and to be productive members of their communities and not to become dependent upon distributions from the Trusts to the extent that they lose their ambition and incentive. When a beneficiary is able to be gainfully employed

and is not actively engaged in raising his or her children, the Independent Trustee should give due consideration in exercising its discretion to not using Trust assets to replace the beneficiary's own efforts to work and accumulate financial security. However, it is not my intent to force a parent to work outside the home when he or she has determined that it is important to stay at home to raise a family. In addition, I do not intend that the Independent Trustee place undue emphasis on the amount a beneficiary earns if he or she is actively engaged in a worthwhile pursuit, including working as an unpaid volunteer for charitable purposes. In prioritizing distributions between the principal beneficiary and his or her lineal descendants, it is my intent that my first priority is the principal beneficiary. In addition to the foregoing guidance, I request, but do not require, that my lineal descendants take adequate precautions for the protection of our family's wealth and property from marital discord through the use of prenuptial agreements or other similar planning and devices. I also request, but do not require, that my lineal descendants pursue higher education, to the best of their abilities and individual circumstances. For some descendants this may mean the completion of a college education, the receipt of a masters or a doctorate, or a professional degree, and for others this may mean training in their chosen vocation. It is not my goal that the Independent Trustee reward professional students, nor punish those lineal descendants for whom life or individual circumstances indicate that the pursuit of higher education is not practical or advantageous, but only to encourage my lineal descendants to take full advantage of all educational opportunities open to them and not rush their entry into the workplace. I do not intend by these expressions of intent to bind the Independent Trustee or alter the absolute discretion it has been granted hereunder or create enforceable obligations to any beneficiary, but merely to provide general guidance to the Independent Trustee in the exercise of its discretions.

3. Death of a Principal Beneficiary. If a principal beneficiary dies with assets remaining in his or her separate Trust, upon his or her death he or she may appoint all or part of his or her Trust, in trust, to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such principal beneficiary and such principal beneficiary's creditors, estate, and creditors of such principal beneficiary's estate), provided that any such appointment to a surviving spouse of a principal beneficiary shall be limited to a life estate in all or a lesser portion of such principal beneficiary's separate Trust, and such spouse's separate trust shall be administered as provided in Subparagraph I.D. below. Any part of his or her Trust such principal beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons with such persons to become the principal beneficiary thereunder;

a. for his or her lineal descendants then living, *per stirpes*; or

b. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse, SHIRLEY BERNSTEIN.

Such separate Trusts shall be administered as provided for trusts under this Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

D. **Administration of Separate Trust for Spouse**. The Independent Trustee shall pay to the spouse of a principal beneficiary, so much of the net income and principal of his or her separate trust as is proper for such spouse's Needs. Net income that is not distributed shall be added to principal on an annual basis. Upon the death of a spouse of a principal beneficiary, the remaining assets of his or her separate trust shall be divided among and held in separate Trusts for his or her lineal descendants then living, *per stirpes*, who are also lineal descendants of the predeceased principal beneficiary who established this Trust for his or her spouse pursuant to the power of appointment granted to said principal beneficiary under Subparagraph I.C. above. Each lineal descendant for whom a separate trust is established shall become the principal beneficiary of such separate Trusts and such separate trusts shall be administered as provided under Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

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

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

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

ARTICLE II. GENERAL

A. **Disability**. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for such a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt by such payee is a complete release to the Trustee.

B. **Substance Abuse**.

1. In General. If the Independent Trustee reasonably believes that a beneficiary of any trust (which for purposes of this Subparagraph II.B.1 includes the lineal descendants of a principal beneficiary who are eligible to receive distributions from that trust):

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

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

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

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

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Independent Trustee. If the beneficiary consents to the treatment, the Independent Trustee may, in its absolute and unfettered discretion, pay the costs of treatment including directly to the provider of those services.

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

5. Exoneration. No Independent Trustee (nor any doctor retained by the

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

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

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

D. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from birth by a married couple through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children shall only include TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and my lineal descendants shall include only said named individuals and their respective lineal descendants.

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

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a

Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Needs Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

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

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

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

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

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

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

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

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

F. **Limitations on Powers of Trustee**. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual) to support such beneficiary; and no Trustee shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein.

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

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

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

J. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

K. Release of Medical Information.

1. Disability of Beneficiary. Upon the written request of the Independent Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees including Independent Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all such Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

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

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

ARTICLE III. FIDUCIARIES

A. Powers of the Trustee. The Trustee has the powers now or hereafter provided by law and the following powers exercisable without court approval, provided, however, that the Trustee shall

exercise all powers in a fiduciary capacity:

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the ***"estate"***); to grant and exercise options to buy or sell; to make purchases from my estate, any trust established by me during my lifetime, for full and adequate consideration and to make loans to my estate for adequate and reasonable interest and security, and the Trustee is expressly authorized to purchase stock and securities for adequate and full consideration owned by my estate, any trust established by me during my lifetime, whether such stock and securities are issued by closely held corporations or publicly traded corporations; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

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

reduce any income distributions otherwise required hereunder for a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

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

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

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

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

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

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

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

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

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

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

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

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

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

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

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

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

or employee of the Business Entities, a fiduciary, or to any beneficiary; and

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

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. The Trustee (or the Independent Trustee if I am serving as Trustee or if a Related or Subordinate Party is serving as Trustee) is authorized to purchase one or more life insurance policies on my life, the life of any beneficiary described herein, or any spouse or lineal ascendant or lineal descendant of myself or such beneficiaries. The following provisions shall apply with respect to any insurance policies constituting an asset of any trust herein created:

a. General Powers. The Trustee shall have the power to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as part of the principal of the trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no Trustee other than a sole Trustee may exercise any incidents of ownership with respect to policies of insurance insuring the Trustee's own life.

b. Payment of Premiums. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance subject to this trust, or to make certain that such premiums are paid by myself or any other person, or to notify any persons of the nonpayment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid, except that it shall apply any dividends received by it on such policy to the payment of premiums thereon. Upon notice at any time during the continuance of this trust that the premiums due upon such policies are in default, or that premiums to become due will not be paid, either by myself or by any other person, the Trustee, within its sole discretion, may apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended term insurance, or may borrow upon such policy for the payment of premiums due thereon or may accept the cash values of such policy upon its forfeiture. If facts shall occur, under the terms of the policy which shall enable a waiver of the payment of future premiums, the Trustee, upon receipt of written notice of such facts, shall promptly notify the insurance company which has issued such policy, and shall take any and all steps necessary to make such waiver of premium provision effective.

c. Collection of Proceeds. Upon the death of an insured the proceeds of the insurance policies insuring that life which are then subject to this trust shall be collected by the Trustee. The Trustee shall have full authority to take any action with regard to the collection that it deems best and to pay any expenses thereof out of the trust estate. However, it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to any such policies and to give to all insurance companies the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies. Only the net proceeds of insurance policies subject to this trust shall be collected by the Trustee.

d. Liability of Insurance Company. No insurance company, whose policies shall be subject to this trust and who shall make payment of the proceeds thereof to the Trustee, shall be required to inquire into or take notice of any of the terms or conditions of this trust or to see to the application or disposition of the proceeds of such policies. The receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts herein created.

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

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

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

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

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

the times specified herein.

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

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

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

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

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

23. Fiduciary Outside Domiciliary State. In the event no Trustee shall be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are given to the appointing Trustee with respect to the trust. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required of any Trustee or agent acting under the provisions of this paragraph. No periodic court or statutory accounting shall be required of such appointed Trustee.

24. Additions. To receive and accept additions to the Trusts in cash or in kind from

donors, Personal Representatives, administrators, Trustees or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

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

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

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

28. Tax Reimbursement. To pay, from time to time in the Independent Trustee's sole and absolute discretion, to me or the Personal Representatives of my estate, on a cumulative basis as may be necessary, such amounts as I or my Personal Representatives shall certify as is necessary to discharge my tax liability (whether federal, state or otherwise) in respect of income realized by the Trust and not distributed to me; provided, however, this authority shall only be exercised by the Independent Trustee hereunder, and I shall not make or participate in making any discretionary distribution pursuant to this Subparagraph. The Independent Trustee shall have no obligation to reimburse me for any income taxes imposed on me by law and paid by me on Trust income or gains.

If I am serving as Trustee hereunder or if a Related or Subordinate Party is serving as Trustee hereunder, any powers and discretions provided under this Subparagraph III.A. to the Trustee that would result in gross estate inclusion of assets of this Trust under Code §§ 2036, 2038, or 2042, or successor provisions thereto, shall not be exercisable by me or such related or subordinate Trustee, and shall be exercisable only by the other Trustees who are not related or subordinate to me, or if none, by the Independent Trustee.

B. Resignation or Removal. The Trustee may resign with or without cause, by giving written notice, specifying the effective date of such resignation to his or her successor Trustee and to the current income beneficiaries, at the time of giving notice. I (or my spouse if she is serving as sole Trustee) reserve the right to remove a Trustee or co-Trustee from office, with or without cause, by giving written notice, specifying the effective date of such resignation to the removed Trustee, to his or her successor Trustee, and to the current income beneficiaries. Upon the resignation or removal of a Trustee, such Trustee shall be entitled to reimbursement from the Trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor. For purposes of this Subparagraph, the Trustee shall include the Independent Trustee.

C. **Appointment of Successor Trustee**.

1. Appointment. Upon a Trustee's resignation (including the Independent Trustee), or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee (including the Independent Trustee), I (or my spouse if she is serving as sole Trustee) may appoint any person or persons as successor Trustee, co-Trustee or Independent Trustee, and in the case of the Independent Trustee it shall not be a Related or Subordinate Party, nor a person related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve. There shall always be a Trustee and an Independent Trustee serving hereunder, provided that the same person or entity may serve in both capacities.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph III.C, subsequent to the death of the survivor of my spouse and me, I specifically appoint the following person or persons as Trustee of the following Trusts:

a. Trustee of Separate Trusts for My Lineal Descendants. With regard to a separate trust held for a lineal descendant of mine hereunder under which such lineal descendant is the principal beneficiary, each such lineal descendant of mine shall serve as co-Trustee with the then serving Trustee upon attaining age thirty (30) years, and each such lineal descendant shall serve as sole Trustee upon attaining age thirty-five (35) years, provided, however, that there shall always be an Independent Trustee serving of such separate trust. While serving as sole Trustee, a lineal descendant of mine may designate an co-Trustee to serve with such lineal descendant and each such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

b. Trustee of Separate Trust for a Spouse of a Lineal Descendant of Mine. A corporate fiduciary shall serve as Trustee and Independent Trustee of any separate trust held for the benefit of a spouse of a lineal descendant of mine. Such corporate fiduciary shall be an entity with trust powers under state law and no less than One Billion ($1,000,000,000.00) Dollars under trust management (itself and its affiliates).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee (including the Independent Trustee) is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee (or Independent Trustee, as the case may be) or the last person or entity designated to serve as Trustee of the applicable trust (or Independent Trustee, as the case may be) may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee or Independent Trustee (who may be one of the persons making the appointment if over the age of thirty years):

a. The remaining Trustees, if any; otherwise,

b. The principal beneficiary or the spouse of a principal beneficiary for whom a separate trust is held.

The appointment shall be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will.

4. Power to Remove Trustee. Subsequent to the death of the survivor of my spouse and me, the age 35 or older principal beneficiary of a Trust, or the spouse of a principal beneficiary for whom a separate trust is held, shall have the power to unanimously remove a Trustee, co-Trustee or Independent Trustee of such Trust at any time with or without cause other than a successor Trustee or Independent Trustee appointed by me or my spouse at death under our last Wills, with the successor Trustee or Independent Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

F. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under the preceding paragraph, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for

indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, Personal Representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

G. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

H. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a Trust upon the written request of any adult vested beneficiary of such Trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such Trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a Trust.

I. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make

loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

J. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

K. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a Trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

L. **Multiple Trustees.** Except as specifically provided herein as to the allocation of powers or discretion of the Independent Trustee, if two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE IV. INDEPENDENT TRUSTEE

A. **In General**. The Independent Trustee shall have only those duties, obligations, and powers hereunder expressly provided to it, and the Trustee shall not participate in any affirmative duties

provided to the Independent Trustee. Otherwise, the provisions hereunder applicable to the Trustee shall be applicable also to the Independent Trustee except where the context differentiates between a Trustee and an Independent Trustee, including without limitation provisions relating to liability and indemnification of trustees. In the event of any conflict between the powers granted hereunder to both the Trustee and the Independent Trustee, the powers of the Independent Trustee shall have priority over the Trustee. Thus, for example, if the Independent Trustee determines to invest in a Closely Held Interest, such investment is permissible notwithstanding that it reduces the assets available for other investments by the Trustee.

B. **Who May Serve**. Notwithstanding any other provisions of this Trust Agreement to the contrary, including without limitation powers in myself or others to appoint additional or successor Trustees or Independent Trustees, at no time shall a person or entity serve as an Independent Trustee hereunder if such person or entity is a Related or Subordinate Party or is related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto, nor shall I be eligible to serve.

C. **Limited Power of Amendment.**

1. Amendment Power. In the case of each separate Trust at any time in existence hereunder, such Trust's then Independent Trustee, other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Subparagraph IV.C.2 below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit the Trustees hereunder (including the Independent Trustee):

a. To address tax and/or other circumstantial changes that may affect such Trust and/or its beneficiaries,

b. To take advantage of changed trust drafting approaches to address potential trust problems, and/or

c. To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such Trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such Trust, in whatever way or ways, such Independent Trustee, in the exercise of its sole discretion, may deem appropriate in the best interests, as interpreted by such Independent Trustee alone, of the principal beneficiary of such Trust(s) and of each such principal beneficiary's family as a whole. Such Independent Trustee shall be guided by what, in the sole judgment of such Independent Trustee alone, would apparently be my original intent hereunder in the light of the changed circumstances. This power of amendment shall include, by way of example and not limitation, the power to:

d. Grant, reduce or eliminate general (as defined in Code Section 2041) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

e. Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

f. Divide a Trust into separate trusts or merge separate trusts together;

g. Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any Trust hereunder with respect to which such subaccounts are more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that Trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the principal beneficiary or one or more of the other current beneficiaries of that Trust (such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or Code Section 2032A election, or (ii) a disclaimer to be made; and

h. Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries, myself, and/or a Trustee (including Independent Trustee) hereunder.

2. Limitations on Amendment Power. Notwithstanding the foregoing, however, under no circumstances shall any such amendment:

a. Extend the period of any such trust's existence beyond the already applicable rule against perpetuities limitation period specified in Subparagraph I.G;

b. Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

c. Reduce in any way the restrictions and limitations on or liabilities of (i) myself hereunder, including without limitation Subparagraph I.A or as a fiduciary as set forth in Subparagraph III.F, or (ii) this Article IV. This shall not be interpreted to limit the ability of the Independent Trustee to increase such restrictions, limitations and liabilities;

d. Result in any direct or indirect financial benefit to anyone who is not presently or in the future a lineal descendant of mine or the spouse of lineal descendant of mine while

married to a lineal descendant of mine;

e. Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any charitable deduction, any annual gift tax exclusion, Code Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation without adversely affecting the S election of such corporation, a significant grandfathered status under some changed law, and so on).

3. Method of Amendment. Any such amendment shall be by written instrument, executed by such amending Independent Trustee with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

ARTICLE V. ADDITIONAL TAX MATTERS

A. **GST Trusts**. I direct (a) that the Trustee shall divide any Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such Trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in Trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a Trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such Trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares.

I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the Trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. For purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation

(occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. The valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this Trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this Trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this Trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such

additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that the principal of a Trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a Trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such Trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee[s] shall (a) hold such stock as a substantially separate and independent share of such Trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

D. **Taxes**. The Trustee shall pay to the Personal Representative of my estate from the principal of the Trust, but not from the portion of any asset or the proceeds thereof which would not otherwise be includible in my gross estate for estate tax purposes, such as the proceeds of insurance policies that are not includible in my estate, such amounts as the Personal Representative certifies, in writing, are required for the payment of estate, inheritance, succession and transfer taxes, including any interest or penalty thereon, which are payable by said Personal Representative by reason of my death and are attributable to assets held in this Trust (*i.e.*, to the extent that such taxes are increased by the taxability of such Trust assets). The Trustee may rely upon the correctness of such certifications and is exonerated from all liability for making payments in reliance thereon. Notwithstanding any distribution requirement herein, subsequent to my death the Trustee is authorized to retain in trust any amounts designated to be distributed until the earlier of the issuance of an estate tax closing letter from the Internal Revenue Service in regard to my estate or the closing of the federal estate tax statute of limitations for estate taxes arising by reason of my death.

E. **Taxpayer Identification Number**. By executing this Trust Agreement, the Trustee authorizes Tescher & Spallina, P.A. to apply for a taxpayer identification number from the Internal Revenue Service for the Trust.

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

GRANTOR and CO-TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 20th day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Kimberly Moran
Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

CO-TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 20th day of May, 2008:

Print Name: Dianna Banke
Address: 8345 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Kimberly Moran
Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

INDEPENDENT TRUSTEE:

ROBERT L. SPALLINA

This instrument was signed by ROBERT L. SPALLINA in our presence, and at the request of and in the presence of ROBERT L. SPALLINA and each other, we subscribe our names as witnesses on this 20th day of MAY, 2008:

Print Name: Diana Banks
Address: 2315 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by ROBERT L. SPALLINA.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\Children's Trusts\Jill Iantoni Family Trust.wpd [05 11:13 20 08]

TRUST

ATTACHMENT

ITEM NO.	DESCRIPTION	AMOUNT
1	Cash	$1.00

65-64771116

LISA S. FRIEDSTEIN

FAMILY TRUST

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

LISA S. FRIEDSTEIN

FAMILY TRUST

THIS IRREVOCABLE TRUST AGREEMENT is made and entered into this 20 day of MAY, 2008, by and between SIMON L. BERNSTEIN, a resident of Palm Beach County, Florida, as grantor, hereinafter referred to in the first person, and SIMON L. BERNSTEIN and SHIRLEY BERNSTEIN as co-trustees (referred to as the ***"Trustee,"*** which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee), and ROBERT L. SPALLINA as the independent trustee (referred to as the ***"Independent Trustee,"*** which term more particularly refers to all individuals and entities serving as independent trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor independent trustee). I have delivered to the Trustee certain property as set forth in the Attachment annexed hereto, receipt of which is hereby acknowledged by the Trustee. Such property, and any additions to such property, shall be held in trust as provided in this Agreement.

ARTICLE I. TRUST ADMINISTRATION

A. **Additions, Substitutions and Trust Irrevocable**. I or any other person may cause additional property to be added hereunder at any time during life or at death by will, insurance or death benefit beneficiary designation or otherwise. I shall have no right or power, either alone or in conjunction with any other person, to alter, amend, revoke or terminate any of the terms of this Agreement in any manner whatever. Unless and until surrendered by me in a writing delivered to the Trustee, I retain the power, to be exercised in an individual and nonfiduciary capacity (*i.e.*, without any fiduciary duty to any beneficiary with respect to its exercise or nonexercise) and without requiring the consent or approval of any person, to from time to time reacquire trust principal by substituting other property of equivalent value for said principal. Notwithstanding the foregoing, said right of substitution shall not apply to any insurance policies on my life owned by this Trust that would cause me to have any incidents of ownership as that term is defined under Section 2042 of the Code and the Regulations thereunder. I shall have the right at any time or times by an instrument, in writing, delivered to the Trustee to relinquish the right of substitution provided for herein.

B. **Rights of Withdrawal**. In any calendar year during my life in which property is contributed to the Trust by gift, each Withdrawal Beneficiary with respect to such contribution, acting personally or through his or her legal or natural guardian or attorney-in-fact, is hereby granted the absolute right, with respect to each such contribution, by written instrument or instruments delivered to the Trustee prior to the termination of such right, to withdraw from the principal of the Trust, from time

to time, an amount having an aggregate value (as of the date or dates of withdrawal) equal to such Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution. Any such right to withdraw shall terminate at the earliest time and then to the extent that any such termination will not result in a taxable gift made by the individual holding the right, provided, no part of any right to withdraw shall terminate less than 60 days after the contribution to the Trust to which such right relates.

1. For purposes of this Subparagraph I.B, a Withdrawal Beneficiary with respect to a contribution to the Trust shall mean each person designated by the contributor to the Trustee in writing contemporaneously with such contribution, provided, in the event the contributor fails to make any such designation with respect to a contribution, my then living lineal descendants and their spouses shall be the Withdrawal Beneficiary with respect to such contribution.

2. For purposes of this Subparagraph I.B, each Withdrawal Beneficiary's Withdrawal Amount with respect to a contribution shall be such amount designated by the contributor to the Trustee in writing contemporaneously with the contributor's designation of such person as a Withdrawal Beneficiary, provided, if the contributor of such contribution fails to designate a Withdrawal Amount with respect to any Withdrawal Beneficiary, then each Withdrawal Beneficiary's Withdrawal Amount with respect to such contribution shall be an amount equal to a fraction (defined below) multiplied by the lesser of (i) the value of such contribution (at the time of such contribution), or (ii) the sum of the amounts of all federal gift tax exclusions then available to the contributor with respect to all Withdrawal Beneficiaries with respect to such contribution. The numerator of said fraction shall be the amount of any federal gift tax exclusion available to such contributor with respect to such Withdrawal Beneficiary (at the time of such contribution) and the denominator shall be the sum of the amounts of all federal gift tax exclusions then available to such contributor with respect to all such Withdrawal Beneficiaries. One-half of a contribution made by a married person shall be treated as a second separate contribution made by his or her spouse, provided, if such married person's spouse is then one of such Withdrawal Beneficiaries, only one-half of the excess of such contribution (at the time of such contribution) over the amount of the federal gift tax exclusion then available to such contributor with respect to his or her spouse shall be so treated.

3. Regardless of anything in this Subparagraph I.B to the contrary, each contributor of a contribution to this Trust shall have the right with respect to such contribution by a written instrument delivered to the Trustee at the time of such contribution (i) to exclude any person who would otherwise have a right of withdrawal from exercising such power; (ii) to increase or decrease the amount subject to any right of withdrawal except that the amount subject to all withdrawal rights shall not exceed the amount of the contribution; and/or (iii) to change the period during which any right of withdrawal may be exercised.

4. The Trustee shall inform any Withdrawal Beneficiary of the existence of such right of withdrawal within ten days after it comes into existence but not later than the last day of the calendar year in which it comes into existence. Any such Withdrawal Beneficiary or his or her guardian may, after receiving such notice at least once, waive further notices by an instrument in writing delivered to the Trustee.

C. **Trusts for LISA S. FRIEDSTEIN and my Lineal Descendants.** The Trust shall be administered as follows for its beneficiaries:

1. Initial Beneficiary. My daughter, LISA S. FRIEDSTEIN, shall be the first principal beneficiary of the Trust.

2. Net Income and Principal Distributions.

a. The Trustee shall pay to or apply for the benefit of a principal beneficiary and the lineal descendants of a principal beneficiary dependent on such principal beneficiary for support, so much of the net income and then principal of his or her separate Trust as the Independent Trustee determines in its sole, absolute and unreviewable discretion, provided, however, that while a principal beneficiary is serving as Trustee hereunder, he or she may make distributions to or for the benefit of himself or herself for such beneficiary's Needs without any authorization from the Independent Trustee. Having in mind the extent to which funds will be available for expenditure for the benefit of such beneficiaries, the Independent Trustee is authorized to expend such amounts as it, in its sole, absolute and unreviewable discretion, shall determine to maintain the then current lifestyle of such beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever. Net income that is not distributed shall be added to principal on an annual basis.

b. The Independent Trustee is specifically authorized in its sole, absolute and unreviewable discretion to acquire, hold and maintain one or more residences (whether held as real property, condominium or cooperative apartment) for the use and benefit of the principal beneficiary and his or her cohabitating spouse and lineal descendants, and to sell or otherwise dispose of such residences when not desired for such use and benefit. The Independent Trustee is authorized to pay all carrying charges of such residences, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair, renovation, improvement and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of such beneficiaries.

c. In exercising the discretions conferred in this Subparagraph, the Independent Trustee should give due consideration to the advisability of using the principal beneficiary's own assets and resources in order to reduce the amount of the principal beneficiary's taxable estate, thereby minimizing the amount of the principal beneficiary's future taxes. Further, it is my intent that this Trust be used to enhance the principal beneficiaries' quality of life, including (without limitation) travel, purchase of a home, cultural appreciation and enjoyment (music, arts, etc.), and education. In addition, I would like this Trust to provide a source of funds in the event that a principal beneficiary, through accident or misfortune, does not have sufficient sources of income to provide for his or her own support. I expect my lineal descendants to support themselves independently and to be productive members of their communities and not to become dependent upon distributions from the Trusts to the extent that they lose their ambition and incentive. When a beneficiary is able to be gainfully employed

and is not actively engaged in raising his or her children, the Independent Trustee should give due consideration in exercising its discretion to not using Trust assets to replace the beneficiary's own efforts to work and accumulate financial security. However, it is not my intent to force a parent to work outside the home when he or she has determined that it is important to stay at home to raise a family. In addition, I do not intend that the Independent Trustee place undue emphasis on the amount a beneficiary earns if he or she is actively engaged in a worthwhile pursuit, including working as an unpaid volunteer for charitable purposes. In prioritizing distributions between the principal beneficiary and his or her lineal descendants, it is my intent that my first priority is the principal beneficiary. In addition to the foregoing guidance, I request, but do not require, that my lineal descendants take adequate precautions for the protection of our family's wealth and property from marital discord through the use of prenuptial agreements or other similar planning and devices. I also request, but do not require, that my lineal descendants pursue higher education, to the best of their abilities and individual circumstances. For some descendants this may mean the completion of a college education, the receipt of a masters or a doctorate, or a professional degree, and for others this may mean training in their chosen vocation. It is not my goal that the Independent Trustee reward professional students, nor punish those lineal descendants for whom life or individual circumstances indicate that the pursuit of higher education is not practical or advantageous, but only to encourage my lineal descendants to take full advantage of all educational opportunities open to them and not rush their entry into the workplace. I do not intend by these expressions of intent to bind the Independent Trustee or alter the absolute discretion it has been granted hereunder or create enforceable obligations to any beneficiary, but merely to provide general guidance to the Independent Trustee in the exercise of its discretions.

3. Death of a Principal Beneficiary. If a principal beneficiary dies with assets remaining in his or her separate Trust, upon his or her death he or she may appoint all or part of his or her Trust, in trust, to or for the benefit of one or more of my lineal descendants and their spouses (excluding from said class, however, such principal beneficiary and such principal beneficiary's creditors, estate, and creditors of such principal beneficiary's estate), provided that any such appointment to a surviving spouse of a principal beneficiary shall be limited to a life estate in all or a lesser portion of such principal beneficiary's separate Trust, and such spouse's separate trust shall be administered as provided in Subparagraph I.D. below. Any part of his or her Trust such principal beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons with such persons to become the principal beneficiary thereunder;

a. for his or her lineal descendants then living, *per stirpes*; or

b. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living who is also a lineal descendant of my spouse, SHIRLEY BERNSTEIN.

Such separate Trusts shall be administered as provided for trusts under this Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

D. **Administration of Separate Trust for Spouse**. The Independent Trustee shall pay to the spouse of a principal beneficiary, so much of the net income and principal of his or her separate trust as is proper for such spouse's Needs. Net income that is not distributed shall be added to principal on an annual basis. Upon the death of a spouse of a principal beneficiary, the remaining assets of his or her separate trust shall be divided among and held in separate Trusts for his or her lineal descendants then living, *per stirpes*, who are also lineal descendants of the predeceased principal beneficiary who established this Trust for his or her spouse pursuant to the power of appointment granted to said principal beneficiary under Subparagraph I.C. above. Each lineal descendant for whom a separate trust is established shall become the principal beneficiary of such separate Trusts and such separate trusts shall be administered as provided under Subparagraph I.C., or added to Trusts established for such principal beneficiaries that are already in existence under Subparagraph I.C.

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

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

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

ARTICLE II. GENERAL

A. **Disability**. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for such a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt by such payee is a complete release to the Trustee.

B. Substance Abuse.

1. In General. If the Independent Trustee reasonably believes that a beneficiary of any trust (which for purposes of this Subparagraph II.B.1 includes the lineal descendants of a principal beneficiary who are eligible to receive distributions from that trust):

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

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

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

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

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Independent Trustee. If the beneficiary consents to the treatment, the Independent Trustee may, in its absolute and unfettered discretion, pay the costs of treatment including directly to the provider of those services.

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

5. Exoneration. No Independent Trustee (nor any doctor retained by the

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

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

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

D. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from birth by a married couple through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children shall only include TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and my lineal descendants shall include only said named individuals and their respective lineal descendants.

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

3. Disabled. "***Disabled***" or being under "***Disability***" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a

Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Needs Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

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

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

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

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

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

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

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

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

F. **Limitations on Powers of Trustee**. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such Trustee or a donor of such trust (as an individual) to support such beneficiary; and no Trustee shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein.

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

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

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

J. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

K. **Release of Medical Information.**

1. Disability of Beneficiary. Upon the written request of the Independent Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees including Independent Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all such Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

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

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

ARTICLE III. FIDUCIARIES

A. **Powers of the Trustee**. The Trustee has the powers now or hereafter provided by law and the following powers exercisable without court approval, provided, however, that the Trustee shall

exercise all powers in a fiduciary capacity:

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the ***"estate"***); to grant and exercise options to buy or sell; to make purchases from my estate, any trust established by me during my lifetime, for full and adequate consideration and to make loans to my estate for adequate and reasonable interest and security, and the Trustee is expressly authorized to purchase stock and securities for adequate and full consideration owned by my estate, any trust established by me during my lifetime, whether such stock and securities are issued by closely held corporations or publicly traded corporations; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

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

reduce any income distributions otherwise required hereunder for a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

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

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

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

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

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

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

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

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

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

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

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

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

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

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

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

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

or employee of the Business Entities, a fiduciary, or to any beneficiary; and

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

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. The Trustee (or the Independent Trustee if I am serving as Trustee or if a Related or Subordinate Party is serving as Trustee) is authorized to purchase one or more life insurance policies on my life, the life of any beneficiary described herein, or any spouse or lineal ascendant or lineal descendant of myself or such beneficiaries. The following provisions shall apply with respect to any insurance policies constituting an asset of any trust herein created:

a. General Powers. The Trustee shall have the power to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as part of the principal of the trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no Trustee other than a sole Trustee may exercise any incidents of ownership with respect to policies of insurance insuring the Trustee's own life.

b. Payment of Premiums. The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any policy of insurance subject to this trust, or to make certain that such premiums are paid by myself or any other person, or to notify any persons of the nonpayment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid, except that it shall apply any dividends received by it on such policy to the payment of premiums thereon. Upon notice at any time during the continuance of this trust that the premiums due upon such policies are in default, or that premiums to become due will not be paid, either by myself or by any other person, the Trustee, within its sole discretion, may apply any cash values attributable to such policy to the purchase of paid-up insurance or of extended term insurance, or may borrow upon such policy for the payment of premiums due thereon or may accept the cash values of such policy upon its forfeiture. If facts shall occur, under the terms of the policy which shall enable a waiver of the payment of future premiums, the Trustee, upon receipt of written notice of such facts, shall promptly notify the insurance company which has issued such policy, and shall take any and all steps necessary to make such waiver of premium provision effective.

c. Collection of Proceeds. Upon the death of an insured the proceeds of the insurance policies insuring that life which are then subject to this trust shall be collected by the Trustee. The Trustee shall have full authority to take any action with regard to the collection that it deems best and to pay any expenses thereof out of the trust estate. However, it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to any such policies and to give to all insurance companies the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies. Only the net proceeds of insurance policies subject to this trust shall be collected by the Trustee.

d. Liability of Insurance Company. No insurance company, whose policies shall be subject to this trust and who shall make payment of the proceeds thereof to the Trustee, shall be required to inquire into or take notice of any of the terms or conditions of this trust or to see to the application or disposition of the proceeds of such policies. The receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts herein created.

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

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

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

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

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

the times specified herein.

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

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

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

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

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

23. Fiduciary Outside Domiciliary State. In the event no Trustee shall be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are given to the appointing Trustee with respect to the trust. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required of any Trustee or agent acting under the provisions of this paragraph. No periodic court or statutory accounting shall be required of such appointed Trustee.

24. Additions. To receive and accept additions to the Trusts in cash or in kind from

donors, Personal Representatives, administrators, Trustees or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

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

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

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

28. Tax Reimbursement. To pay, from time to time in the Independent Trustee's sole and absolute discretion, to me or the Personal Representatives of my estate, on a cumulative basis as may be necessary, such amounts as I or my Personal Representatives shall certify as is necessary to discharge my tax liability (whether federal, state or otherwise) in respect of income realized by the Trust and not distributed to me; provided, however, this authority shall only be exercised by the Independent Trustee hereunder, and I shall not make or participate in making any discretionary distribution pursuant to this Subparagraph. The Independent Trustee shall have no obligation to reimburse me for any income taxes imposed on me by law and paid by me on Trust income or gains.

If I am serving as Trustee hereunder or if a Related or Subordinate Party is serving as Trustee hereunder, any powers and discretions provided under this Subparagraph III.A. to the Trustee that would result in gross estate inclusion of assets of this Trust under Code §§ 2036, 2038, or 2042, or successor provisions thereto, shall not be exercisable by me or such related or subordinate Trustee, and shall be exercisable only by the other Trustees who are not related or subordinate to me, or if none, by the Independent Trustee.

B. Resignation or Removal. The Trustee may resign with or without cause, by giving written notice, specifying the effective date of such resignation to his or her successor Trustee and to the current income beneficiaries, at the time of giving notice. I (or my spouse if she is serving as sole Trustee) reserve the right to remove a Trustee or co-Trustee from office, with or without cause, by giving written notice, specifying the effective date of such resignation to the removed Trustee, to his or her successor Trustee, and to the current income beneficiaries. Upon the resignation or removal of a Trustee, such Trustee shall be entitled to reimbursement from the Trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor. For purposes of this Subparagraph, the Trustee shall include the Independent Trustee.

C. **Appointment of Successor Trustee.**

1. Appointment. Upon a Trustee's resignation (including the Independent Trustee), or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee (including the Independent Trustee), I (or my spouse if she is serving as sole Trustee) may appoint any person or persons as successor Trustee, co-Trustee or Independent Trustee, and in the case of the Independent Trustee it shall not be a Related or Subordinate Party, nor a person related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve. There shall always be a Trustee and an Independent Trustee serving hereunder, provided that the same person or entity may serve in both capacities.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph III.C, subsequent to the death of the survivor of my spouse and me, I specifically appoint the following person or persons as Trustee of the following Trusts:

a. Trustee of Separate Trusts for My Lineal Descendants. With regard to a separate trust held for a lineal descendant of mine hereunder under which such lineal descendant is the principal beneficiary, each such lineal descendant of mine shall serve as co-Trustee with the then serving Trustee upon attaining age thirty (30) years, and each such lineal descendant shall serve as sole Trustee upon attaining age thirty-five (35) years, provided, however, that there shall always be an Independent Trustee serving of such separate trust. While serving as sole Trustee, a lineal descendant of mine may designate an co-Trustee to serve with such lineal descendant and each such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

b. Trustee of Separate Trust for a Spouse of a Lineal Descendant of Mine. A corporate fiduciary shall serve as Trustee and Independent Trustee of any separate trust held for the benefit of a spouse of a lineal descendant of mine. Such corporate fiduciary shall be an entity with trust powers under state law and no less than One Billion ($1,000,000,000.00) Dollars under trust management (itself and its affiliates).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee (including the Independent Trustee) is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee (or Independent Trustee, as the case may be) or the last person or entity designated to serve as Trustee of the applicable trust (or Independent Trustee, as the case may be) may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee or Independent Trustee (who may be one of the persons making the appointment if over the age of thirty years):

a. The remaining Trustees, if any; otherwise,

b. The principal beneficiary or the spouse of a principal beneficiary for whom a separate trust is held.

The appointment shall be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will.

4. Power to Remove Trustee. Subsequent to the death of the survivor of my spouse and me, the age 35 or older principal beneficiary of a Trust, or the spouse of a principal beneficiary for whom a separate trust is held, shall have the power to unanimously remove a Trustee, co-Trustee or Independent Trustee of such Trust at any time with or without cause other than a successor Trustee or Independent Trustee appointed by me or my spouse at death under our last Wills, with the successor Trustee or Independent Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

F. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under the preceding paragraph, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for

indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, Personal Representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

G. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

H. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a Trust upon the written request of any adult vested beneficiary of such Trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such Trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a Trust.

I. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make

loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

J. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

K. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a Trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

L. **Multiple Trustees.** Except as specifically provided herein as to the allocation of powers or discretion of the Independent Trustee, if two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE IV. INDEPENDENT TRUSTEE

A. **In General**. The Independent Trustee shall have only those duties, obligations, and powers hereunder expressly provided to it, and the Trustee shall not participate in any affirmative duties

provided to the Independent Trustee. Otherwise, the provisions hereunder applicable to the Trustee shall be applicable also to the Independent Trustee except where the context differentiates between a Trustee and an Independent Trustee, including without limitation provisions relating to liability and indemnification of trustees. In the event of any conflict between the powers granted hereunder to both the Trustee and the Independent Trustee, the powers of the Independent Trustee shall have priority over the Trustee. Thus, for example, if the Independent Trustee determines to invest in a Closely Held Interest, such investment is permissible notwithstanding that it reduces the assets available for other investments by the Trustee.

B. **Who May Serve**. Notwithstanding any other provisions of this Trust Agreement to the contrary, including without limitation powers in myself or others to appoint additional or successor Trustees or Independent Trustees, at no time shall a person or entity serve as an Independent Trustee hereunder if such person or entity is a Related or Subordinate Party or is related or subordinate to me within the meaning of Code Section 672(c), the Treasury Regulations issued thereunder, and successor provisions thereto, nor shall I be eligible to serve.

C. **Limited Power of Amendment.**

1. Amendment Power. In the case of each separate Trust at any time in existence hereunder, such Trust's then Independent Trustee, other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Subparagraph IV.C.2 below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit the Trustees hereunder (including the Independent Trustee):

a. To address tax and/or other circumstantial changes that may affect such Trust and/or its beneficiaries,

b. To take advantage of changed trust drafting approaches to address potential trust problems, and/or

c. To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such Trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such Trust, in whatever way or ways, such Independent Trustee, in the exercise of its sole discretion, may deem appropriate in the best interests, as interpreted by such Independent Trustee alone, of the principal beneficiary of such Trust(s) and of each such principal beneficiary's family as a whole. Such Independent Trustee shall be guided by what, in the sole judgment of such Independent Trustee alone, would apparently be my original intent hereunder in the light of the changed circumstances. This power of amendment shall include, by way of example and not limitation, the power to:

d. Grant, reduce or eliminate general (as defined in Code Section 2041) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

e. Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

f. Divide a Trust into separate trusts or merge separate trusts together;

g. Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any Trust hereunder with respect to which such subaccounts are more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that Trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the principal beneficiary or one or more of the other current beneficiaries of that Trust (such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or Code Section 2032A election, or (ii) a disclaimer to be made; and

h. Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries, myself, and/or a Trustee (including Independent Trustee) hereunder.

2. Limitations on Amendment Power. Notwithstanding the foregoing, however, under no circumstances shall any such amendment:

a. Extend the period of any such trust's existence beyond the already applicable rule against perpetuities limitation period specified in Subparagraph I.G;

b. Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

c. Reduce in any way the restrictions and limitations on or liabilities of (i) myself hereunder, including without limitation Subparagraph I.A or as a fiduciary as set forth in Subparagraph III.F, or (ii) this Article IV. This shall not be interpreted to limit the ability of the Independent Trustee to increase such restrictions, limitations and liabilities;

d. Result in any direct or indirect financial benefit to anyone who is not presently or in the future a lineal descendant of mine or the spouse of lineal descendant of mine while

married to a lineal descendant of mine;

e. Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any charitable deduction, any annual gift tax exclusion, Code Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation without adversely affecting the S election of such corporation, a significant grandfathered status under some changed law, and so on).

3. Method of Amendment. Any such amendment shall be by written instrument, executed by such amending Independent Trustee with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

ARTICLE V. ADDITIONAL TAX MATTERS

A. **GST Trusts**. I direct (a) that the Trustee shall divide any Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such Trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in Trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a Trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such Trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares.

I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the Trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. For purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation

(occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. The valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this Trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this Trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this Trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such

additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that the principal of a Trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a Trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such Trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee[s] shall (a) hold such stock as a substantially separate and independent share of such Trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

D. **Taxes**. The Trustee shall pay to the Personal Representative of my estate from the principal of the Trust, but not from the portion of any asset or the proceeds thereof which would not otherwise be includible in my gross estate for estate tax purposes, such as the proceeds of insurance policies that are not includible in my estate, such amounts as the Personal Representative certifies, in writing, are required for the payment of estate, inheritance, succession and transfer taxes, including any interest or penalty thereon, which are payable by said Personal Representative by reason of my death and are attributable to assets held in this Trust (*i.e.*, to the extent that such taxes are increased by the taxability of such Trust assets). The Trustee may rely upon the correctness of such certifications and is exonerated from all liability for making payments in reliance thereon. Notwithstanding any distribution requirement herein, subsequent to my death the Trustee is authorized to retain in trust any amounts designated to be distributed until the earlier of the issuance of an estate tax closing letter from the Internal Revenue Service in regard to my estate or the closing of the federal estate tax statute of limitations for estate taxes arising by reason of my death.

E. **Taxpayer Identification Number**. By executing this Trust Agreement, the Trustee authorizes Tescher & Spallina, P.A. to apply for a taxpayer identification number from the Internal Revenue Service for the Trust.

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

GRANTOR and CO-TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 20th day of May, 2008:

Print Name: Diana Bankes
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA
SS.
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

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

Kimberly Moran
Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

CO-TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 2nd day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

INDEPENDENT TRUSTEE:

ROBERT L. SPALLINA

This instrument was signed by ROBERT L. SPALLINA in our presence, and at the request of and in the presence of ROBERT L. SPALLINA and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: Diana Banks
Address: 23415 Boca Trace Dr
Boca Raton, FL 33433

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by ROBERT L. SPALLINA.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Signature - Notary Public

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

F:\WPDATA\drt\Bernstein, Shirley & Simon\Children's Trusts\Lisa S. Friedstein Family Trust.wpd [05 11:29 20 08]

TRUST

ATTACHMENT

ITEM NO.	DESCRIPTION	AMOUNT
1	Cash	$1.00

TS001355

Bernstein, Simon & Shirley 11187.001
Executed Documents - Estate Planning

CONFLICT OF INTEREST ISSUES

We are pleased that you have engaged our firm to represent the two of you in connection with estate planning matters ("Estate Planning"). An attorney has the duty to exercise independent professional judgement on behalf of each client. If an attorney is requested to represent multiple clients in the same matter, the attorney can do so only if the attorney can impartially fulfill this duty for each client and if the attorney obtains the consent of each client after explaining the possible risks, benefits, and implications involved in the joint representation.

Based upon our initial discussions with the two of you, we have concluded that our firm can impartially represent the two of you in connection with the Estate Planning. Please be aware, however, that each of you may obtain separate, independent counsel on this matter- now or at any time in the future. In determining whether you should consent to this joint representation, you should carefully consider the following:

1. Role as Joint Legal Counsel. In our joint representation of the two of you on the Estate Planning, we will strive to represent each of you in a professional manner, with our ultimate goal to reach an arrangement regarding the Estate Planning that is mutually advantageous to each of you and is compatible with the interests of each of you. Because we will be representing both of you in carrying out this representation, we must consider the interests of each of you- not the interests of any one person. As you are probably aware, one advantage to separate legal representation for each of you is that your respective legal counsel would be acting solely on your behalf- looking out for your best interests exclusively without regard to the interests of the other person. On the other hand, separate representation for each of you is generally more costly, more contentious, and more time-consuming than joint representation.

2. Non-Disclosure of Information/Withdrawal. We owe duties to each of you, and each of you has an obligation to disclose to us all information that is relevant to the representation. If one of you discloses information to us but does not disclose it to the other spouse, we will not disclose that information to the other spouse without your permission, even if the information is relevant to our representation of the other spouse. However, if a conflict of interest arises between the two of you based on the information, we will decide whether that conflict prevents us from adequately representing each of you. We will make that decision in our sole professional judgment. If we believe that we cannot adequately represent each of you, we will notify each of you separately in writing that a conflict of interest has arisen that prevents us from representing either one of you in this matter. We could not continue to represent either one of you without the consent of both of you. You should be aware that if there is ever litigation between the two of you, we could be compelled to testify about information obtained from you or about advice that we gave to you in the representation.

3. Attorney - Client Privilege. We believe that any information disclosed to our firm by either of you during this joint representation and relating to the Estate Planning will not be protected by the attorney-client privilege in the event of a subsequent legal dispute between the two of you relating to the Estate Planning. In addition, our firm would not be able to represent either of you in connection with any such legal dispute and each of you would be required to obtain separate legal counsel.

TESCHER & SPALLINA, P.A.

4. Future Conflicts. At this time, there does not appear to be any difference of opinion between you about the fundamental terms of the Estate Planning. But it may turn out that upon further consultation you have differing opinions about the terms of the Estate Planning, such as the persons who will be the beneficiaries of your estate or the property such persons will receive. If we determine that there are material differences on one or more issues that cannot be resolved amicable or on terms compatible with the mutual best interests of the two of you, then we must at that time withdraw from the joint representation and our firm would not be able to represent either of you in connection with the Estate Planning. If this occurs, we will, if you wish, assist each of you in obtaining new counsel.

We would be pleased to discuss these issues in further detail, if you desire. Your signatures below indicate your consent to the joint representation.

Dated: May 2, 2008

TESCHER GUTTER CHAVES JOSEPHER RUBIN RUFFIN & FORMAN, P.A.

By: _____

SIMON L. BERNSTEIN

SHIRLEY BERNSTEIN

ACCEPTANCE BY
SUCCESSOR TRUSTEE

THE UNDERSIGNED successor Trustee hereby accepts his designation as successor Trustee of the SHIRLEY BERNSTEIN TRUST AGREEMENT dated December 8, 2010 (the "***Trust***") pursuant to Subparagraph IV.C.1. of the Trust, and hereby agrees to administer the Trust in accordance with the terms contained therein, effective as of September 13, 2012.

IN WITNESS WHEREOF, the undersigned has hereunto executed this Acceptance by Successor Trustee on the 15th day of October, 2013.

Signed, Sealed & Delivered
in the presence of:

Print Name: Robert Spallina

Print Name: Alexa Collevechio

TED S. BERNSTEIN

Ted accepts a year after he began acting as Successor Trustee, after Fraud in Closing Estate of Shirley was done. He sold Condo and other acts during this year.

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

THE FOREGOING was acknowledged before me this 15 day of October, 2013, by TED S. BERNSTEIN.

Signature - Notary Public

Diane DUSTIN

Print, type or stamp name of Notary Public

☑ Personally Known

☐ Produced Identification/Type of Identification Produced _____

DIANE DUSTIN
MY COMMISSION EXPIRES
June 11, 2017
#EE 873369
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

WILL OF

SIMON L. BERNSTEIN

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

CONFORMED COPY

WILL OF

SIMON L. BERNSTEIN

The original of this Will is being held in the safe deposit box of the law firm of Tescher & Spallina, P.A.

I, SIMON L. BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. My spouse is SHIRLEY BERNSTEIN ("***SHIRLEY***"). My children are TED S. BERNSTEIN ("***TED***"), PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to SHIRLEY, if SHIRLEY survives me, my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if SHIRLEY does not survive me, I give this property to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical, and if neither SHIRLEY nor any child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. RESIDENCES

I give to SHIRLEY, if SHIRLEY survives me, my entire interest in any real property used by us as a permanent or seasonal residence, subject to any mortgage or other lien. If SHIRLEY does not survive me, such interest shall pass with the residue of my estate.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate to the Trustee then serving under my revocable Trust Agreement dated today, as may be amended and restated from time to time (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint SHIRLEY and WILLIAM E. STANSBURY, or either of them alone if the other is unable to serve, as my Personal Representative (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

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

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

the estate assets or any beneficiary's interest in said assets.

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

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

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

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

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

iii. To hire and discharge officers and employees, fix their compensation and

define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

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

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

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

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

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

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

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

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

m. Ancillary Administration. To appoint or nominate, and replace with or without cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Articles I and II of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good

faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse**. The term "***spouse***" herein means, as to a designated individual, the person to whom that individual is from time to time married.

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

[remainder of page intentionally left blank]

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 20 day of May, 2008.

/s/ Simon L. Bernstein
SIMON L. BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testator to be the Testator's Will in our presence, and at the Testator's request and in the Testator's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 20 day of May, 2008.

/s/ Robert L. Spallina [Witness Signature] residing at 7387 Wisteria Ave [Witness Address]

Parkland, FL 33076 [Witness Address]

/s/ Diana Banks [Witness Signature] residing at 23415 Boca Trace Dr [Witness Address]

Boca Raton, FL 33433 [Witness Address]

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State Of Florida

SS.

County Of Palm Beach

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

/s/ Simon L. Bernstein
SIMON L. BERNSTEIN, Testator

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

/s/ Robert L. Spallina
Witness

/s/ Diana Banks
Witness

Acknowledged and subscribed before me, by the Testator, SIMON L. BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and Diana Banks, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SIMON L. BERNSTEIN and the subscribing witnesses, all on this 20 day of May, 2008.

Kimberly Moran
Commission # DD766470
Expires: APR. 28 2012

/s/ Kimberly Moran
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

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SHIRLEY BERNSTEIN

TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

SHIRLEY BERNSTEIN

TRUST AGREEMENT

This Trust Agreement is dated this 20 day of MAY, 2008, and is between SHIRLEY BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN, of Palm Beach County, and SHIRLEY BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee). Said Trustee acknowledges receipt of the property described in the Attachment to this Agreement, and agrees to hold said property and all additions, in trust, as provided in this Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement. However, after my spouse's death I may not exercise any of said rights with respect to property added by my spouse upon my spouse's death by my spouse's Will or otherwise.

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

C. **Gifts**. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my spouse and my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent

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(5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

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

ARTICLE II. AFTER MY DEATH

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

B. Specific Cash Devise. The Trustee shall set aside in a separate trust the sum of Two Hundred Thousand ($200,000.00) Dollars for MATTHEW LOGAN, and said separate trust shall be administered as provided in Subparagraph II.F below. If MATTHEW LOGAN does not survive me this devise shall lapse.

C. Marital Deduction Gift. If my spouse survives me:

1. Family Trust. The Trustee shall hold as a separate "***Family Trust***" (i) all property of the trust estate as to which a federal estate tax marital deduction would not be allowed if it were distributed outright to my spouse, and (ii) after giving effect to (i), the largest pecuniary amount which will not result in or increase any federal or state death tax otherwise payable by reason of my death. In determining the pecuniary amount the Trustee shall assume that none of this Family Trust qualifies for a federal estate tax deduction, and shall assume that all of the Marital Trust hereinafter established (including any part thereof disclaimed by my spouse) qualifies for the federal estate tax marital deduction. I recognize that the pecuniary amount may be reduced by certain state death taxes and administration expenses which are not deducted for federal estate tax purposes.

2. Marital Trust. The balance of the trust remaining after the establishment of the Family Trust shall be held as a separate "***Marital Trust.***"

3. Disclaimer. Any part of the Marital Trust my spouse disclaims shall be added to the Family Trust. My spouse shall not be deemed to have predeceased me for purposes of such addition. I suggest that my spouse or my spouse's fiduciaries consider an appropriate partial disclaimer to minimize the death taxes due upon both of our deaths.

If my spouse does not survive me, the entire trust shall be held as the Family Trust without regard to the provisions of Subparagraph II.B.1 describing or limiting which assets shall be held thereunder.

D. During Spouse's Life. Commencing with the date of my death the Trustee shall,

1. Marital Trust. Pay to my spouse from the Marital Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare; and

2. Family Trust. Pay to my spouse from the Family Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare. I request (but do not require) that no principal be paid to my spouse from the Family Trust for my spouse's Welfare unless the Marital Trust has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

E. Disposition of Trusts Upon Death of Survivor of My Spouse and Me. Upon the death of the survivor of my spouse and me,

1. Limited Power. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or for the benefit of one or more of my lineal descendants and their spouses;

2. Disposition of Balance. Any parts of the Marital Trust and the Family Trust my spouse does not or cannot effectively appoint (including any additions upon my spouse's death), or all of the Family Trust if my spouse did not survive me, shall be divided among and held in separate Trusts for my lineal descendants then living, *per stirpes*. Any assets allocated under this Subparagraph II.D. to my children (as that term is defined under this Trust), shall be distributed to the then serving Trustees of each of their respective Family Trusts, established by my spouse as grantor on even date herewith (the "***Family Trusts***" which term includes any successor trust thereto), to be held and administered as provided under said Trusts. The provisions of the Family Trusts are incorporated herein by reference, and if any of the Family Trusts are not then in existence and it is necessary to accomplish the foregoing dispositions, the current Trustee of this Trust is directed to take such action to establish or reconstitute such applicable trust(s), or if the Trustee is unable to do so, said assets shall be held in separate trusts for such lineal descendants and administered as provided in Subparagraph II.E. below. Each of my lineal descendants for whom a separate Trust is held hereunder shall hereinafter be referred to as a "***beneficiary***," with their separate trusts to be administered as provided in Subparagraph II.E. below.

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

1. for his or her lineal descendants then living, *per stirpes*; or

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

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

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

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

I. **Protective Provision**. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be

liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

J. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years as provided in F.S. § 689.225(2)(a)(2), nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

K. **Florida Homestead Possessory Rights**. Notwithstanding anything herein to the contrary, if any portion of any Florida improved residential real estate (excluding commercial multi-unit rental property) is an asset of the Marital Trust, my spouse shall have the exclusive and continuous present right to full use, occupancy and possession of such real estate for life. It is my intention that my spouse's interest in such property shall constitute a "beneficial interest for life" and "equitable title to real estate" as contemplated by Section 196.041(2) of Florida Statutes, as amended from time to time or any corresponding provision of law.

ARTICLE III. GENERAL

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

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

C. **Substance Abuse**.

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

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

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

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

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

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

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

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate

takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

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

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

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

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("***TED***") and PAMELA B. SIMON ("***PAM***"), and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder.

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

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

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

5. My Spouse. "***My spouse***" is SIMON L. BERNSTEIN ("***SIMON***").

6. Needs and Welfare Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. Payments to be made for a person's ***"Welfare"*** means payments for such person's Needs, and as the Trustee determines in its sole discretion also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

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

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

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

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

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

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

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

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

H. **Presumption of Survivorship**. If my spouse and I die under circumstances which make it difficult or impracticable to determine which one of us survived the other, I direct that my spouse shall be deemed to have survived me for purposes of this Agreement (except in regard to any property passing hereunder that became part of this trust solely by reason of passage to my probate estate or this trust from the probate estate of or a revocable trust established by my spouse in which case the opposite presumption shall apply), notwithstanding any provisions of law which provide for a contrary presumption. If any person other than my spouse shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

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

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

K. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

L. **Release of Medical Information.**

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

at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

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

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

ARTICLE IV. FIDUCIARIES

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

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

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

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

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

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and

personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

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

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

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

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

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

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

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

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

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

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

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

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

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

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

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to

exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

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

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

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

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

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

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

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

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under

a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

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

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

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

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

25. Selection of Assets for Marital Trust. The Trustee shall have sole discretion to determine which assets shall be allocated to the Marital Trust; provided, if possible no assets or the proceeds of any assets which do not qualify for the federal estate tax marital deduction shall be allocated to the Marital Trust. To the extent that other assets qualifying for the marital deduction are available, the Trustee shall not allocate to the Marital Trust any assets with respect to which a credit for foreign taxes paid is allowable under the Code, nor any policy of insurance on the life of my spouse. Any allocation of assets among the Family Trust and the Marital Trust shall, with respect to each such trust, be comprised of assets having an aggregate market value at the time of such allocation fairly representative of the net appreciation or depreciation in the value of the property available for such

allocation between the date of valuation for federal estate tax purposes and the date or dates of said allocation and selection.

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

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

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

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

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

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

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, SIMON and TED, one at a time and successively in that order, shall serve as successor Trustee. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances:

a. Trustee of the Marital Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Marital Trust. While serving as Trustee, my spouse may designate a co-Trustee to serve with my spouse and my spouse may remove and/or replace such co-Trustee from time to time.

b. Trustee of the Family Trust. SIMON and TED, one at a time and successively in that order, shall serve as Trustee of the Family Trust. While serving as Trustee, my spouse may designate a co-Trustee that is not a Related or Subordinate Party to serve with my spouse and my spouse may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

c. Trustee of Separate Trusts for My Children. Each child of mine shall serve as sole Trustee of his or her separate trust. While serving alone as Trustee, a child of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such child and such child may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

d. Trustee of Separate Trusts for My Lineal Descendants Other Than My Children. In regard to a separate trust held for a lineal descendant of mine other than a child of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon reaching age twenty-five (25) years.

e. Trustee of Separate Trust for MATTHEW LOGAN. In regard to a separate trust held MATTHEW LOGAN, his mother, DEBORAH BERNSTEIN ("***DEBORAH***"), shall serve as Trustee until MATTHEW attains age 25 years, at which time he shall serve as a co-Trustee with DEBORAH of such separate trust.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement, the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 25 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. **Interested Trustee**. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. **GST Trusts**.

1. **Family Trust**. I direct (a) that the Trustee shall divide any trust other than the Marital Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions of this Trust Agreement relating to the trust that is being divided) so that the generation-skipping tax inclusion ratio of one such trust is zero.

2. **Marital Trust.** I direct that, if possible, (a) the Trustee shall divide the Marital Trust into two separate Marital Trusts (each subject to the provisions hereof concerning the Marital Trust) so that through allocation of my GST exemption remaining unallocated at my death and not otherwise allocated to transfers occurring at or by reason of my death (including allocations to the Family Trust), if any, the generation-skipping tax inclusion ratio of one such Marital Trust is zero (the GST Marital Trust), (b) my Personal Representative to exercise the election provided by Code Section 2652(a)(3) as to the GST Marital Trust, and (c) that upon the death of my spouse the total amount recoverable by my spouse's estate from the property of the Marital Trusts under Code Section 2207A shall first be recoverable in full from the non-GST Marital Trust to the extent thereof.

3. **Misc**. I direct that (a) upon the death of the survivor of me and my spouse, any property then directed to be paid or distributed which constitutes a direct skip shall be paid first from property then exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) to the extent thereof, (b) property exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) and not directed to be paid or distributed in a manner which constitutes a direct skip shall be divided and distributed as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and lineal descendants, in such estates, interests, and proportions as such beneficiary may, by a will specifically referring to this general power appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

Notwithstanding any other provision of this Trust Agreement, for purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. In regard to the division or severance of a trust hereunder, including the Marital Trust, such division or severance shall be made in a manner that all resulting trusts are recognized for purposes of Chapter 13 of the Code, including without limitation complying with the requirements of Treas.Regs. §26.2654-1(b). Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this Article which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to

a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime**. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. **Death Costs**. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the property disposed of pursuant to the prior paragraphs captioned "Disposition of Tangible Personal Property", "Specific Cash Devise" nor from the Marital Trust.

E. **Marital Trust**. I intend the maximum obtainable reduction of federal estate tax due by reason of my death by use of the federal estate tax marital deduction, and qualification of all property of the Marital Trust for the marital deduction. This Agreement shall be construed and all powers shall be exercised consistent with such intent. For example, the Trustee shall not allocate any receipt to principal or any disbursement to income if such allocation understates the net income of the Marital Trust under Florida law; and upon the written demand of my spouse, the Trustee shall convert unproductive or underproductive property of said trust into productive property within a reasonable time notwithstanding any other provision hereunder. The foregoing not withstanding, if my spouse survives me but dies within six months after my death, the Marital Trust provided in Subparagraph II.B will be reduced to that amount, if any, required to obtain for my estate an estate tax marital deduction resulting in the lowest combined estate taxes in my estate and my spouse's estate, on the assumption that my spouse died after me on the date of my death, that my spouse's estate is valued on the same date and in the same manner as my estate is valued for federal estate tax purposes, and that elections in my spouse's estate were made that would be consistent with minimizing taxes. The purpose of this provision is to equalize, insofar as possible, our estates for federal estate tax purposes, based on the above assumptions.

F. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise

manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead**. Regardless of anything herein to the contrary, while any residential real property located in Florida is owned by a trust, I, or my spouse if I am not then living and such trust is the Marital Trust, shall have the right to use, possess and occupy such residence as a personal residence so that such right shall constitute a possessory right in such real property within the meaning of Florida Statute Section 196.041.

[remainder of page intentionally left blank]

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

SETTLOR and TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVENUE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Kimberly Moran
Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

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ATTACHMENT

The following property has been delivered in trust under this Agreement:

One Dollar ($1.00) Cash

During my life, the Trustee has no duty to maintain, invest, review, insure, account for, or any other responsibility with respect to trust property other than income producing property, or any duty to pay premiums on life insurance payable to the trust, and shall receive no fee for its services as Trustee based on any trust property other than income producing property.

SHIRLEY BERNSTEIN, Settlor and Trustee

FIRST AMENDMENT TO
SHIRLEY BERNSTEIN TRUST AGREEMENT

This First Amendment is dated this 18 day of Nov, 2008, and is between SHIRLEY BERNSTEIN of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN of Palm Beach County, Florida as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

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

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

NOW THEREFORE, by executing this instrument, I hereby amend the Trust Agreement as follows:

1. I hereby delete Paragraph B. of Article II. in its entirety.

2. I hereby amend the last sentence of Paragraph E. of Article III. to read as follows:

"Notwithstanding the foregoing, as my spouse and I have adequately provided for them during our lifetimes, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("***TED***") and PAMELA B. SIMON ("***PAM***"), shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their respective lineal descendants all predecease the survivor of my spouse and me, then TED and PAM shall not be deemed to have predeceased the survivor of my spouse and me and shall become eligible beneficiaries for purposes of the dispositions made hereunder."

3. I hereby ratify and reaffirm the Trust Agreement as amended by this First Amendment.

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[remainder of page intentionally left blank]

FIRST AMENDMENT TO
SHIRLEY BERNSTEIN TRUST AGREEMENT

This First Amendment is dated this 18 day of Nov, 2008, and is between SHIRLEY BERNSTEIN of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN of Palm Beach County, Florida as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

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

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

NOW THEREFORE, by executing this instrument, I hereby amend the Trust Agreement as follows:

1. I hereby delete Paragraph B. of Article II. in its entirety.

3. I hereby ratify and reaffirm the Trust Agreement as amended by this First Amendment.

==========

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first above written.

SETTLOR and TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 18 day of Nov, 2008:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: Rachel Walker
Address: 100 Plaza Real South
Apt. 303
Boca Raton, FL 33432

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18 day of November, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Kimberly Moran
Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

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FIRST AMENDMENT TO
SHIRLEY BERNSTEIN TRUST AGREEMENT

This First Amendment is dated this 19 day of Nov, 2008, and is between SHIRLEY BERNSTEIN of Palm Beach County, Florida referred to in the first person, as settlor, and SHIRLEY BERNSTEIN of Palm Beach County, Florida as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

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

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

NOW THEREFORE, by executing this instrument, I hereby amend the Trust Agreement as follows:

1. I hereby delete Paragraph B. of Article II. in its entirety.

3. I hereby ratify and reaffirm the Trust Agreement as amended by this First Amendment.

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[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date first above written.

SETTLOR and TRUSTEE:

SHIRLEY BERNSTEIN

This instrument was signed by SHIRLEY BERNSTEIN in our presence, and at the request of and in the presence of SHIRLEY BERNSTEIN and each other, we subscribe our names as witnesses on this 18 day of November, 2008:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: Rachel Walker
Address: 100 Plaza Real South
apt. 308
Boca Raton, FL 33432

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18 day of November, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

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SIMON L. BERNSTEIN

TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

SIMON L. BERNSTEIN

TRUST AGREEMENT

This Trust Agreement is dated this 20th day of May, 2008, and is between SIMON L. BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SIMON L. BERNSTEIN, of Palm Beach County, and SIMON L. BERNSTEIN's successors, as trustee (referred to as the "***Trustee***," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee). Said Trustee acknowledges receipt of the property described in the Attachment to this Agreement, and agrees to hold said property and all additions, in trust, as provided in this Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. **Rights Reserved**. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement. However, after my spouse's death I may not exercise any of said rights with respect to property added by my spouse upon my spouse's death by my spouse's Will or otherwise.

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

C. **Gifts**. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my spouse and my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent

(5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

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

ARTICLE II. AFTER MY DEATH

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

B. Marital Deduction Gift. If my spouse survives me:

1. Family Trust. The Trustee shall hold as a separate "***Family Trust***" (i) all property of the trust estate as to which a federal estate tax marital deduction would not be allowed if it were distributed outright to my spouse, and (ii) after giving effect to (i), the largest pecuniary amount which will not result in or increase any federal or state death tax otherwise payable by reason of my death. In determining the pecuniary amount the Trustee shall assume that none of this Family Trust qualifies for a federal estate tax deduction, and shall assume that all of the Marital Trust hereinafter established (including any part thereof disclaimed by my spouse) qualifies for the federal estate tax marital deduction. I recognize that the pecuniary amount may be reduced by certain state death taxes and administration expenses which are not deducted for federal estate tax purposes.

2. Marital Trust. The balance of the trust remaining after the establishment of the Family Trust shall be held as a separate "***Marital Trust***."

Notwithstanding the foregoing, prior to the funding of the Family Trust and the Marital Trust under this Subparagraph II.B., or only the Family Trust if my spouse does not survive me, the Trustees of this Trust

or the Personal Representatives of my estate as the case may be, shall finalize the sale of my shares in LIC HOLDINGS, INC., a Florida corporation or its successor in interest ("***LIC HOLDINGS***"), owned by me or this Trust at the time of my death, pursuant to that certain buy-sell agreement entered into by and between my son, TED S. BERNSTEIN, and me. Upon the sale of such shares, the Trustee shall fund the trust(s) provided for hereunder.

3. Disclaimer. Any part of the Marital Trust my spouse disclaims shall be added to the Family Trust. My spouse shall not be deemed to have predeceased me for purposes of such addition. I suggest that my spouse or my spouse's fiduciaries consider an appropriate partial disclaimer to minimize the death taxes due upon both of our deaths.

If my spouse does not survive me, the entire trust shall be held as the Family Trust without regard to the provisions of Subparagraph II.B.1 describing or limiting which assets shall be held thereunder.

C. During Spouse's Life. Commencing with the date of my death the Trustee shall,

1. Marital Trust. Pay to my spouse from the Marital Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare; and

2. Family Trust. Pay to my spouse from the Family Trust, the net income, and such amounts of principal as is proper for my spouse's Welfare. I request (but do not require) that no principal be paid to my spouse from the Family Trust for my spouse's Welfare unless the Marital Trust has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available.

D. Disposition of Trusts Upon Death of Survivor of My Spouse and Me. Upon the death of the survivor of my spouse and me,

1. Limited Power. My spouse (if my spouse survives me) may appoint the Marital Trust and Family Trust (except any part added by disclaimer from the Marital Trust and proceeds of insurance policies on my spouse's life) to or for the benefit of one or more of my lineal descendants and their spouses;

2. Disposition of Balance. Any parts of the Marital Trust and the Family Trust my spouse does not or cannot effectively appoint (including any additions upon my spouse's death), or all of the Family Trust if my spouse did not survive me, shall be divided among and held in separate Trusts for my lineal descendants then living, *per stirpes*. Any assets allocated under this Subparagraph II.D. to my children (as that term is defined under this Trust), shall be distributed to the then serving Trustees of each of their respective Family Trusts, established by me as grantor on even date herewith (the "***Family Trusts***" which term includes any successor trust thereto), to be held and administered as provided under said Trusts. The provisions of the Family Trusts are incorporated herein by reference, and if any of the Family Trusts are not then in existence and it is necessary to accomplish the foregoing dispositions, the current Trustee of this Trust is directed to take such action to establish or reconstitute such applicable trust(s), or if the Trustee is unable to do so, said assets shall be held in separate trusts

for such lineal descendants and administered as provided in Subparagraph II.E. below. Each of my lineal descendants for whom a separate Trust is held hereunder shall hereinafter be referred to as a "***beneficiary***," with their separate trusts to be administered as provided in Subparagraph II.E. below.

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

1. for his or her lineal descendants then living, *per stirpes*; or

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

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

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

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

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

I. **Maximum Duration**. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years as provided in F.S. § 689.225(2)(a)(2), nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

J. **Florida Homestead Possessory Rights**. Notwithstanding anything herein to the contrary, if any portion of any Florida improved residential real estate (excluding commercial multi-unit rental property) is an asset of the Marital Trust, my spouse shall have the exclusive and continuous present right to full use, occupancy and possession of such real estate for life. It is my intention that my spouse's interest in such property shall constitute a "beneficial interest for life" and "equitable title to real estate" as contemplated by Section 196.041(2) of Florida Statutes, as amended from time to time or any corresponding provision of law.

ARTICLE III. GENERAL

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

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

C. **Substance Abuse**.

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

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

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

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

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

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

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

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to

the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

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

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

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

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child, and (c) lawful adoptions of minors under the age of twelve years. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, as I have adequately provided for them during my lifetime, for purposes of the dispositions made under this Trust, my children, TED S. BERNSTEIN ("***TED***") and PAMELA B. SIMON ("***PAM***"), and their respective lineal descendants shall be deemed to have predeceased the survivor of my spouse and me, provided, however, if my children, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, and their lineal descendants all predecease the survivor of my spouse and me, then TED and PAM, and their respective lineal descendants shall not be deemed to have predeceased me and shall be eligible beneficiaries for purposes of the dispositions made hereunder.

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

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

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

5. My Spouse. "***My spouse***" is SHIRLEY BERNSTEIN ("***SHIRLEY***").

6. Needs and Welfare Distributions. Payments to be made for a person's ***"Needs"*** means payments for such person's support, health (including lifetime residential or nursing home care), maintenance and education. Payments to be made for a person's ***"Welfare"*** means payments for such person's Needs, and as the Trustee determines in its sole discretion also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

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

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

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

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

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

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

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

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

H. **Presumption of Survivorship**. If my spouse and I die under circumstances which make it difficult or impracticable to determine which one of us survived the other, I direct that my spouse shall be deemed to have survived me for purposes of this Agreement (except in regard to any property passing hereunder that became part of this trust solely by reason of passage to my probate estate or this trust from the probate estate of or a revocable trust established by my spouse in which case the opposite presumption shall apply), notwithstanding any provisions of law which provide for a contrary presumption. If any person other than my spouse shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

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

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

K. **Mandatory Notice Required by Florida Law.** The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.

L. **Release of Medical Information**.

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

at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

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

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

ARTICLE IV. FIDUCIARIES

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

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

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

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

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

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and

personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

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

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

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

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

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

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

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

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

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

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

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

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

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

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

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to

exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

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

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

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

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

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

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

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

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under

a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

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

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

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

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

25. Selection of Assets for Marital Trust. The Trustee shall have sole discretion to determine which assets shall be allocated to the Marital Trust; provided, if possible no assets or the proceeds of any assets which do not qualify for the federal estate tax marital deduction shall be allocated to the Marital Trust. To the extent that other assets qualifying for the marital deduction are available, the Trustee shall not allocate to the Marital Trust any assets with respect to which a credit for foreign taxes paid is allowable under the Code, nor any policy of insurance on the life of my spouse. Any allocation of assets among the Family Trust and the Marital Trust shall, with respect to each such trust, be comprised of assets having an aggregate market value at the time of such allocation fairly representative of the net appreciation or depreciation in the value of the property available for such

allocation between the date of valuation for federal estate tax purposes and the date or dates of said allocation and selection.

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

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

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

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

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

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

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, SHIRLEY and WILLIAM E. STANSBURY ("***BILL***"), or either of them alone if the other is unable to serve, shall serve as successor co-Trustees or Trustee as the case may be. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a

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

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances:

a. Trustee of the Marital Trust. SHIRLEY shall serve as Trustee of the Marital Trust. While serving as Trustee, my spouse may designate a co-Trustee to serve with my spouse and my spouse may remove and/or replace such co-Trustee from time to time.

b. Trustee of the Family Trust. SHIRLEY shall serve as Trustee of the Family Trust. While serving as Trustee, my spouse may designate a co-Trustee that is not a Related or Subordinate Party to serve with my spouse and my spouse may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

c. Trustee of Separate Trusts for My Children. Each child of mine shall serve as sole Trustee of his or her separate trust. While serving alone as Trustee, a child of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such child and such child may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

d. Trustee of Separate Trusts for My Lineal Descendants Other Than My Children. In regard to a separate trust held for a lineal descendant of mine other than a child of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon reaching age twenty-five (25).

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two

witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 25 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. Method of Appointment of Trustee. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. Limitations on Removal and Replacement Power. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. Successor Fiduciaries. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. Liability and Indemnification of Trustee.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from

the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. Compensation, Bond. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. Maintenance of Records. The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. Interested Trustee. The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without

liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. **Third Parties**. No one dealing with the Trustee need inquire into its authority or its application of property.

L. **Merger of Trusts**. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. **Multiple Trustees**. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. **GST Trusts**.

1. **Family Trust**. I direct (a) that the Trustee shall divide any trust other than the Marital Trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions of this Trust Agreement relating to the trust that is being divided) so that the generation-skipping tax inclusion ratio of one such trust is zero.

2. **Marital Trust.** I direct that, if possible, (a) the Trustee shall divide the Marital Trust into two separate Marital Trusts (each subject to the provisions hereof concerning the Marital Trust) so that through allocation of my GST exemption remaining unallocated at my death and not otherwise allocated to transfers occurring at or by reason of my death (including allocations to the Family Trust), if any, the generation-skipping tax inclusion ratio of one such Marital Trust is zero (the GST Marital Trust), (b) my Personal Representative to exercise the election provided by Code Section 2652(a)(3) as to the GST Marital Trust, and (c) that upon the death of my spouse the total amount recoverable by my spouse's estate from the property of the Marital Trusts under Code Section 2207A shall first be recoverable in full from the non-GST Marital Trust to the extent thereof.

3. **Misc**. I direct that (a) upon the death of the survivor of me and my spouse, any property then directed to be paid or distributed which constitutes a direct skip shall be paid first from property then exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) to the extent thereof, (b) property exempt from generation-skipping taxation (by reason of the allocation of any GST exemption) and not directed to be paid or distributed in a manner which constitutes a direct skip shall be divided and distributed as otherwise provided herein and held for the same persons designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and lineal descendants, in such estates, interests, and proportions as such beneficiary may, by a will specifically referring to this general power appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution, or otherwise or is not reasonably available. Notwithstanding any other provision of this Trust Agreement, for purposes of funding any pecuniary payment or trust division to which there is allocated any GST exemption, such payment or trust division allocation shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such

distribution or allocation could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. In regard to the division or severance of a trust hereunder, including the Marital Trust, such division or severance shall be made in a manner that all resulting trusts are recognized for purposes of Chapter 13 of the Code, including without limitation complying with the requirements of Treas.Regs. §26.2654-1(b). Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this Article which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. **Gift Transfers Made From Trust During My Lifetime**. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. **Death Costs**. If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the tangible personal property disposed of pursuant to the prior paragraph captioned "Disposition of Tangible Personal Property" nor from the Marital Trust.

E. **Marital Trust**. I intend the maximum obtainable reduction of federal estate tax due by reason of my death by use of the federal estate tax marital deduction, and qualification of all property of the Marital Trust for the marital deduction. This Agreement shall be construed and all powers shall be exercised consistent with such intent. For example, the Trustee shall not allocate any receipt to principal or any disbursement to income if such allocation understates the net income of the Marital Trust under Florida law; and upon the written demand of my spouse, the Trustee shall convert unproductive or underproductive property of said trust into productive property within a reasonable time notwithstanding any other provision hereunder. The foregoing not withstanding, if my spouse survives me but dies within six months after my death, the Marital Trust provided in Subparagraph II.B will be reduced to that amount, if any, required to obtain for my estate an estate tax marital deduction resulting in the lowest combined estate taxes in my estate and my spouse's estate, on the assumption that my spouse died after me on the date of my death, that my spouse's estate is valued on the same date and in the same manner as my estate is valued for federal estate tax purposes, and that elections in my spouse's estate were made that would be consistent with minimizing taxes. The purpose of this provision is to equalize, insofar as possible, our estates for federal estate tax purposes, based on the above assumptions.

F. **Subchapter S Stock**. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. **Residence as Homestead**. Regardless of anything herein to the contrary, while any residential real property located in Florida is owned by a trust, I, or my spouse if I am not then living and such trust is the Marital Trust, shall have the right to use, possess and occupy such residence as a personal residence so that such right shall constitute a possessory right in such real property within the meaning of Florida Statute Section 196.041.

[remainder of page intentionally left blank]

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

SETTLOR and TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 20 day of May, 2008:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: TRACI KRATISH
Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

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ATTACHMENT

The following property has been delivered in trust under this Agreement:

One Dollar ($1.00) Cash

During my life, the Trustee has no duty to maintain, invest, review, insure, account for, or any other responsibility with respect to trust property other than income producing property, or any duty to pay premiums on life insurance payable to the trust, and shall receive no fee for its services as Trustee based on any trust property other than income producing property.

SIMON L. BERNSTEIN, Settlor and Trustee

DURABLE POWER OF ATTORNEY

I, SIMON L. BERNSTEIN, Social Security No. 371-32-5211, of Palm Beach County, Florida, revoke all powers of attorney previously issued by me and appoint my spouse, SHIRLEY BERNSTEIN, as attorney-in-fact for me and to otherwise act for me and on my behalf, as provided herein:

a. To have access to any safe deposit box rented by me or by me with others (including authority to have it drilled), to remove the contents therefrom and to terminate the lease of the box.

b. To sell, purchase or to assign, transfer and deliver all cash, bonds, stocks, securities, annuities and other property of any kind, real or personal, owned by me.

c. To withdraw any funds standing to my credit or to my credit jointly with others in any bank, savings and loan association or other financial institution.

d. To endorse and deliver any checks, drafts, certificates of deposit, notes or other instruments for the payment of money payable to or belonging to me.

e. To convey any real property, interest in real property, or beneficial interest in a trust holding real property, including, but without limitation, homestead real property and real property in any type of joint ownership, including tenancy by the entireties, which I may own or possess.

f. To mortgage real property, including homestead real property, and to join with my spouse and my spouse's legal guardian where necessary, to accomplish this encumbrance.

g. To execute and deliver any assignment, stock power, deed or other instrument which my attorney-in-fact deems necessary or appropriate to carry out and effectuate this power of attorney, to sign my name to any instrument pertaining to or required in connection with the transfer of my property, and to give full receipts and discharges.

h. To delegate to a transfer agent or similar person the authority to register any stocks, bonds or other securities either into or out of the principal's or nominee's name.

i. To deal with retirement plans, including individual retirement account, rollovers, and voluntary contributions, changing the ownership or beneficiary designations on such accounts, plans and/or annuities.

j. To borrow funds to avoid forced liquidation of assets.

k. To enter into buy-sell agreements.

l. To deal with life insurance, including the power to cash in or change the ownership or beneficiary designations of life insurance policies, excluding, however, life insurance policies of which my attorney-in-fact is not an owner nor co-owner thereof but is an

insured thereof.

m. To forgive and collect debts.

n. To make and complete funding of charitable pledges.

o. To make statutory elections and disclaimers, including the power to disclaim or refuse to accept an inheritance, life insurance proceeds, or elective share.

p. To hire counsel and otherwise act to represent and/or protect my interest in any legal action.

q. To collect amounts due to me and to qualify me for various government entitlements such as Medicaid or Supplemental Social Security.

r. To deal with and collect proceeds from health and/or long term care insurance.

s. To sign tax returns, IRS powers of attorney, and to settle tax disputes.

t. Consistent with estate planning and tax minimization objectives, to make gifts on my behalf to such members of my family and/or charitable organizations as my said attorney-in-fact may deem advisable, but excluding gifts to my said attorney-in-fact, creditors of my attorney-in-fact and members of her/his family that discharge a support obligation of my attorney in fact.

u. To petition a court of competent jurisdiction for an elective share of the estate of my deceased spouse.

v. To convey any property, tangible or intangible, real or personal, to the trustee of a revocable trust of which I was an original grantor, including my homestead.

w. To execute any document on my behalf for the purpose of qualifying for any public/private benefit; and if when applying for Medicaid benefits, my income exceeds the income cap, to create an irrevocable income trust and to transfer so much of my income of said trust as will enable me to qualify for Medicaid benefits.

x. To exercise all rights and privileges over, or relating to the ownership of, property, including without limitation the exercise of voting rights relating to such property or ownership.

Every bank or other financial institution, insurance company, transfer agent, issuer, obligor, safe deposit box company, title insurance company or other person, firm or corporation to which this power of attorney or a photocopy hereof is presented is authorized to receive, honor and give effect to all

instruments signed pursuant to the foregoing authority without inquiring as to the circumstances of their issuance or the disposition of the property delivered pursuant thereto. All acts done hereunder by my attorney-in-fact after revocation of this power of attorney or after my death shall be valid and enforceable in favor of anyone who relies on this power of attorney and has not received prior actual written notice of the revocation or death. All acts done by my attorney-in-fact pursuant to this power shall be binding upon me and my heirs, devisees and personal representatives.

My said attorney-in-fact shall not be liable for any acts or decisions made by said attorney-in-fact in good faith and under the terms of this Durable Power of Attorney.

I give and grant unto my said attorney-in-fact full power and authority to do and perform all and every act and thing that may be requisite and necessary as fully to all intents and purposes as I might or could if personally present, hereby ratifying and confirming all that my said attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney.

This Durable Power of Attorney shall not be affected by subsequent incapacity of the principal except as provided by statute.

IN WITNESS WHEREOF I have signed this Durable Power of Attorney this 20 day of May, 2008.

Signed in the presence of:

Print Name: Robert Spallina

SIMON L. BERNSTEIN

Print Name: TRACI KRATISH

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____

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LIVING WILL

I, SIMON L. BERNSTEIN, willfully and voluntarily make this declaration on this 29 day of May, 2008. I recognize that death is natural and is but a phase in the cycle of life. I do not fear death as much as I fear the indignity and futility of deterioration, dependence, and hopeless pain. If there is no reasonable medical expectation of my recovery from a physical or mental disability, I do not wish to be kept alive by artificial means or heroic measures.

Therefore, if my attending or treating physician and another consulting physician determine that there is no reasonable medical probability of my recovery from any of the following conditions, I direct that life-prolonging procedures be withheld or withdrawn when the application of those 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, even if that hastens my death:

(mark desired choices)

_x_ and I have a terminal condition (a condition caused by injury, disease, or illness from which there is no reasonable medical probability of recovery and which, without treatment, can be expected to cause death), or

_x_ and I have an end-stage condition (a condition that is caused by injury, disease, or illness which has resulted in severe and permanent deterioration, indicated by incapacity and complete physical dependency, and for which, to a reasonable degree of medical certainty, treatment of the irreversible condition would be medically ineffective), or

_x_ and I am in a persistent vegetative state (a permanent and irreversible condition of unconsciousness in which there is the absence of voluntary action or cognitive behavior of any kind, and an inability to communicate or interact purposefully with the environment).

In any of the situations described above, I direct that the following medical interventions be considered life-prolonging procedures the application of which would serve only to prolong artificially the process of dying and that I desire to be withheld or withdrawn:

(mark desired choices)

_x_ placement on ventilator or other mechanical devices,

_x_ surgical procedures and blood transfusion, except as needed to prevent or alleviate my suffering,

_x_ placement in an intensive care unit except as an absolute necessity to relieve my suffering,

_x_ chemotherapy or radiation therapy, unless there is a substantial medical probability my condition will materially improve from such therapy,

_x_ resuscitation efforts in the event of arrest of my heart or breathing,

_x_ active treatment of a new reversible condition such as newly-discovered cancer, heart attack, or pneumonia, and

_x_ artificial nutrition and hydration (providing food and water through tubes).

In regard to any medical intervention on the foregoing list which has not been marked, I do not desire the withholding of such unmarked intervention.

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. I understand that my wishes may place a heavy burden upon others, and so I make this declaration to assume sole responsibility for my decision and to mitigate any feelings of guilt that my wishes may cause.

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

WITNESSES:

Address: ROBERT L. SPALLINA
7387 WISTERIA AVENUE
PARKLAND, FL 33076

Tele. #: 954 341 1220

SIMON L. BERNSTEIN

Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

Tele. #: (561) 495-1953

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

DESIGNATION OF HEALTH CARE SURROGATE

If I am at any time incapable of making health care decisions for myself, and it is determined pursuant to Section 765.204, Florida Statutes, that I lack the capacity to make care decisions for myself or to provide informed consent, I designate:

Name: Shirley Bernstein
Address: 7020 Lions Head Lane, Boca Raton, FL 33496
Telephone: 561-477 9991

to serve as my health care surrogate to make all health care decisions for me, subject to the restrictions, if any, set forth herein and the statutory restrictions on a health care surrogate's powers, until such time as I regain the capacity to make such decisions or provide informed consent myself.

I further designate my health care surrogate as my personal representative under 45 CFR § 164.502(g), a portion of the regulations implementing the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), for all health care-related decisions, whose powers include the presently effective power to receive my protected health information and to authorize the disclosure and use of my protected health information as provided in 45 CFR 164.

By way of example and not in limitation, pursuant to the foregoing grants my health care surrogate may:

- act for me and to make all health care decisions for me in matters during my incapacity, as my surrogate deems to be in my best interest, and to execute on my behalf any documents necessary to implement such health care decisions;
- consult expeditiously with any health care providers to provide informed consent in my best interest, and to make health care decisions which my surrogate believes I would have made under the circumstances if I were capable of making such decisions;
- provide written consent using an appropriate form provided by any health care provider, including a physician's order not to resuscitate;
- request, receive and review any information concerning my mental and physical health, including but not limited to medical and hospital records and other protected health information as defined by HIPAA;
- apply for public and veterans' benefits, such as Medicare and Medicaid, for me and to have access to information regarding my income and assets and banking and financial records to the extent required to make application;
- authorize the release, use and disclosure of records including the protected health

information described above to appropriate persons as necessary to ensure the continuity of my health care;

- authorize my admission to or transfer from a licensed health care facility; and
- carry out the terms of any living will or declaration made by me.

For purposes of this instrument, "informed consent" means consent voluntarily given, after sufficient explanation and disclosure of the subject matter involved to enable the recipient to have a general understanding of the procedure and the available medically acceptable alternative procedures to make a knowing health care decision without duress or coercion. The term "health care decision" means informed consent, refusal of consent, or withdrawal of consent to health care, and includes the decision to apply for public benefits to defray the cost of health care.

I will furnish an exact copy of this designation to my health care surrogate and my alternate surrogate.

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

Signed by Designator on this 20 day of May, 2008.

SIMON L. BERNSTEIN

WITNESSES:

Address: ROBERT L. SPALLINA
7387 WISTERIA AVENUE
PARKLAND, FL 33076

Tele. #: 954 341 1852

Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

Tele. #: (561) 495-1933

Note: The person designated as the health care surrogate cannot act as a witness to the execution of this designation. At least one witness must be a person who is neither the spouse nor a blood relative of the person making the designation.

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

SIMON L. BERNSTEIN

IRREVOCABLE TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

SIMON L. BERNSTEIN

IRREVOCABLE TRUST AGREEMENT

THIS AGREEMENT, made this 20 day of May, 2008, between SIMON L. BERNSTEIN, of Palm Beach County, Florida hereafter called "Trustor," and WILMINGTON TRUST COMPANY, a Delaware corporation, hereafter called "Trustee," WITNESSETH:

WHEREAS, Trustor desires to establish a trust of the property described in the attached "Schedule A" and other property which may be added from time to time, all of which is hereafter called the "trust fund;" and

WHEREAS, Trustee accepts such trust and agrees to administer it in accordance with the terms and conditions of this agreement;

NOW, THEREFORE, Trustor hereby gives Trustee the property described in "Schedule A," in trust, for the following purposes:

SECTION 1: DISTRIBUTION.

A. During Trustor's Lifetime. During Trustor's lifetime, Trustee may, from time to time and subject to Subsection D of this Section 1, distribute all, some, or none, of the net income and principal to Trustor and Trustor's wife, SHIRLEY BERNSTEIN, as Trustee deems appropriate. Trustee shall take into account other sources of funds available to them. Trustee shall accumulate any net income not so distributed and add it to principal, to be disposed of as a part of it.

B. On Trustor's Death. On Trustor's death, Trustee shall distribute the trust fund to such person or persons, other than Trustor, Trustor's creditors, Trustor's estate, and the creditors of Trustor's estate, in such manner and amounts, and on such terms, whether in trust or otherwise, as Trustor effectively appoints by specific reference hereto in his Will. However, Trustor may, from time to time, release this special power of appointment, in whole or in part, by a written instrument delivered to Trustee during his lifetime. On Trustor's death, Trustee shall distribute the remaining assets of this Trust to the then serving Trustee of the SIMON L. BERNSTEIN TRUST AGREEMENT dated May 13. 2008, as may be amended and restated from time to time, to be held and administered as provided thereunder.

C. Contingent Gift. If at any time Trustee holds any portion of the principal of any trust not disposed of effectively under the previous provisions, then at such time Trustee shall distribute such principal, free from trust, to such then living person or persons as are then determined to be Trustor's distributees by the application of the intestacy laws of the State of Delaware governing the distribution of intestate personal property then in effect, as though Trustor had died at that particular time, intestate, a resident of the State of Delaware and owning such property then so distributable.

D. Distribution Adviser. Trustee shall exercise its discretionary power to distribute income and/or principal to Trustor's wife pursuant to Subsection A of this Section 1 only with the written consent of the distribution adviser who shall be Trustor, so long as he is willing and able to act in such capacity. If at any time there is no distribution adviser, or if such adviser fails to express in writing to Trustee consent or disapproval as to the exercise of any discretionary power within fifteen (15) calendar days after Trustee has sent a written request for such consent to such adviser's last known address by certified mail (or by any other means for which the sender shall have evidence of receipt by the addressee), Trustee may act in the matter as it deems appropriate. The distribution adviser shall act in a fiduciary capacity and conform to the purposes of this agreement. Such adviser shall have no duty to inquire into or see to the performance by Trustee of its duties under this agreement. The distribution adviser shall receive no compensation and shall not be reimbursed for expenses incurred while acting as such adviser.

SECTION 2: MERGER WITH SIMILAR TRUSTS.

If at any time a trust is set aside for any person or persons under the terms of this agreement which is substantially the same as any other trust established for that person or persons by Trustor or Trustor's wife, Trustee may, in its sole discretion, merge the trust created hereunder with the other trust for such person or persons, and the two trusts shall thereafter be held, administered, and distributed as one.

SECTION 3: ALTERNATIVE METHODS OF DISTRIBUTION.

Trustee may take any reasonable steps to disburse funds to or for a beneficiary, including: (i) distribution, either by hand or mail, to the beneficiary or the guardian of the person or property (whether the guardian is formally appointed or a natural guardian), (ii) distribution to a custodian for the beneficiary under the Uniform Transfers to Minors Act (or similar statute) of any state, (iii) deposit to the account of the beneficiary in any federally insured depository, or (iv) direct application for the benefit of the beneficiary.

SECTION 4: SPENDTHRIFT PROVISION.

No beneficiary (including Trustor) may alienate or in any other manner, whether voluntary or involuntary, assign, transfer, pledge, or mortgage his or her interest in any trust hereunder, and no one (including a spouse or former spouse) may attach or otherwise reach any interest of any beneficiary hereunder to satisfy a claim against that beneficiary, whether the claim is legal or equitable in origin. The provisions of this Section shall not limit or otherwise affect any power of appointment conferred upon a beneficiary or the right of a beneficiary to disclaim or release any interest created hereunder. This Section constitutes a restriction on the transfer of Trustor's beneficial interest in the trust fund that is enforceable under applicable non-bankruptcy laws within the meaning of Section 541(c)(2) of the Bankruptcy Code (11 U.S.C. § 541(c)(2)) or any other similar or successor statute.

SECTION 5: PAYMENT OF DEATH TAXES, DEBTS, AND EXPENSES OF ADMINISTRATION.

On the death of the Trustor, Trustee shall, unless otherwise directed by the beneficiary's Will or Revocable Trust Agreement, distribute to the Personal Representative of the beneficiary's estate an amount equal to the sum of all additional transfer taxes and costs of administration payable by such Personal Representative as a result of the inclusion of the trust in the Trustor's estate. Certification of such Personal Representative as to the amount of such additional taxes and costs will be determinative for all purposes. Trustee shall make such distributions directly to the appropriate payee, if so directed by such Personal Representative.

SECTION 6: TRUSTEE'S POWERS.

In addition to those powers granted by law, Trustee is specifically authorized and empowered, in its sole discretion, but subject to the provisions of Section 7:

A. To sell at public or private sale, exchange for like or unlike property, convey, lease for terms longer or shorter than the trust, and otherwise dispose of any or all property held hereunder, for such price and upon such terms and credits as it deems proper.

B. To invest in any kind of property, real, personal, or mixed, regardless of the laws governing investments by fiduciaries, without any duty to diversify investments.

C. Unless otherwise directed by the investment adviser named in Section 7 hereof, to execute securities transactions, without necessity of providing written confirmation thereof to such adviser at the time of settlement, and to execute securities transactions through any brokerage service, whether discount or full service, including Wilmington Brokerage Services at its normal rates of compensation, without diminution of compensation otherwise payable to Trustee, even if Wilmington Trust Company is serving as Trustee.

D. To vote directly or by proxy at any election or stockholders' meeting any shares of stock, excluding stock of Wilmington Trust Corporation.

E. To participate in any plan or proceeding, including any voting trust plan for liquidating, protecting, or enforcing any interest in any property, or for reorganizing, consolidating, merging, or adjusting the finances of any corporation issuing any such interest; to accept in lieu thereof any new or substituted stocks, bonds, notes, or securities, whether of the same or a different kind or class, or with different priorities, rights, or privileges; to pay any assessment or any expense incident thereto; and to do any other act or thing that it deems necessary or advisable in connection therewith.

F. To deposit, or arrange for the deposit of, securities at Depository Trust Company (DTC) and/or at any other securities depository or clearing corporation.

G. To make any division or distribution in cash or in kind, or partly in cash and partly in kind; and to elect to recognize taxable gain or loss resulting from a distribution. Trustee may consider the income tax basis of the property then available for division or distribution, as well as the circumstances of the beneficiaries, and need not make division or distribution on a pro rata, asset-by-asset basis. Trustee shall not adjust the interest of any beneficiary as a result of any action taken or forborne under the provisions of this Subsection G.

H. To make loans, against adequate collateral, to any person including the Personal Representative of the estate of Trustor or any beneficiary and/or to purchase any property at its then fair market value from any person including such Personal Representative.

I. To borrow money from any person or corporation, including Trustee, and to pledge or mortgage as security any real or personal property.

J. To litigate, submit to arbitration, compromise, or settle any claim in favor of or against any trust hereunder, and to execute all agreements, deeds, and releases necessary or proper in connection therewith.

K. To retain attorneys-at-law, accountants, investment counsel, agents, and other advisers without diminution of compensation otherwise payable to Trustee.

L. To pay the taxes and expenses of maintaining, repairing, improving, and insuring any real property held hereunder.

M. To receipt for the proceeds of any life insurance made payable to Trustee, to institute any suit or proceedings, and to take any action necessary to collect such proceeds. However, Trustee need not institute any suit or proceeding unless its expenses, including counsel fees and costs, are available in the trust fund or are advanced or guaranteed in an amount and in a manner reasonably satisfactory to it.

N. To renounce, in whole or in part, any property or interest in property which may become payable to any trust hereunder, except to the extent that the distribution of such property resulting from such renunciation is fundamentally inconsistent with the provisions of this agreement.

O. To divide any trust hereunder into separate trusts if the purposes for which the trust was created are better served thereby.

P. To consider gains from the sale of capital assets in the trust to be part of a mandatory or discretionary distribution of principal to a beneficiary.

SECTION 7: INVESTMENT ADVISER.

Trustee shall exercise the powers hereinbefore granted to it in Subsections A, B,

D, E, H and I of Section 6 with respect to each trust hereunder only with the written consent or on the written direction of the investment adviser of such trust, provided that: (i) Trustee shall sell any Wilmington Trust Corporation stock held by it hereunder unless specifically directed to do otherwise by such adviser; (ii) the purchase, sale, and voting of Wilmington Trust Corporation stock shall be solely on the direction of the investment adviser; (iii) Trustee shall manage and invest the otherwise uninvested cash in each such trust in its sole discretion; (iv) the investment adviser may at any time, or from time to time, delegate to Trustee the authority to exercise in its sole discretion the power to buy or sell any property (or, having delegated the authority to do so, revoke such authority); and (v) if at any time during the continuance of any such trust there shall be no investment adviser of such trust, or if the investment adviser of such trust shall fail to communicate in writing to Trustee his or her consent, disapproval, or direction as to the exercise of any of the aforesaid powers for which exercise the consent or direction of such adviser shall be necessary, within twenty (20) days after Trustee shall have sent to such adviser, by certified mail (or by any other means for which the sender shall have evidence of receipt by the addressee), at his or her last known address, a written request for such consent or direction (notwithstanding that Trustee shall be under no obligation to request any such direction), then Trustee is hereby authorized and empowered to take such action in the premises as it, in its sole discretion, shall deem to be for the best interest of the beneficiaries of such trust. The investment adviser hereunder shall be Trustor and Trustor's wife, in the order named, while willing and able to act in such capacity. Initially, Trustee shall exercise such powers on the direction of the investment adviser, but the investment adviser may establish from time to time whether the Trustee shall exercise such powers with the consent or on the direction of such adviser. To qualify, any person appointed investment adviser of a trust hereunder shall deliver a written instrument to Trustee indicating acceptance and agreement that all powers conferred upon such adviser will be exercised in a fiduciary capacity for the exclusive interest of the beneficiaries. The investment adviser need not inquire into the Trustee's performance of its duties and shall not be held liable for any loss whatsoever to any trust hereunder, unless it results from actions taken in bad faith. The investment adviser shall serve without compensation, but the investment adviser (other than Trustor) may be reimbursed for out-of-pocket expenses, including investment counsel fees.

SECTION 8: ADDITIONS TO THE TRUST FUND.

With the consent of Trustee, any person may add property to any trust hereunder, and such property shall thereafter be held by Trustee as a part thereof.

SECTION 9: IRREVOCABILITY.

This trust shall be irrevocable and not subject to amendment by Trustor or any other person. However, Trustee is authorized to modify or amend the provisions of this agreement to ensure that this agreement is a qualified disposition under the Act. Trustee may rely upon the advice of counsel in taking any action pursuant to the authority given to Trustee, and Trustee shall be without liability therefor.

SECTION 10: PAYMENT OF INCOME.

Except where otherwise provided, the payment of the net income of any trust hereunder shall be made at such times as are convenient to the beneficiary and agreed to by Trustee.

SECTION 11: NON-ACCRUAL OF INCOME.

Notwithstanding any statute or rule of law to the contrary, any income accrued or on hand and not actually distributed to a beneficiary upon the termination of his or her interest shall be treated as though it had, in fact, accrued thereafter. Any income accrued upon shares of stock or interest-bearing property when delivered to Trustee shall be treated as though such income had, in fact, accrued after such delivery.

SECTION 12: THIRD PARTIES NOT OBLIGED TO FOLLOW FUNDS.

No person or corporation dealing with Trustee shall be obliged to see to the application of money paid or property delivered to Trustee, to inquire into the propriety of Trustee's exercising its powers, or to determine the existence of any fact upon which Trustee's power to perform any act hereunder may be conditioned.

SECTION 13: TRUSTEE'S COMPENSATION.

Trustee shall receive compensation for its services hereunder from time to time in accordance with the current rates then charged by it for trusts of similar size and character. If Trustee renders any extraordinary services, it may receive additional compensation therefor.

SECTION 14: RESIGNATION AND REMOVAL OF TRUSTEE.

At any time during the remainder of Trustor's life, Trustee may resign by written notice delivered to Trustor, and WILLIAM E. STANSBURY may remove Trustee by written notice delivered to it. In either case, WILLIAM E. STANSBURY may appoint another bank or trust company that is described in Section 3570(9) of the Act, as successor Trustee by written notice delivered to Trustee. During Trustor's lifetime, Trustee shall be deemed to have resigned on the date on which: (i) it ceases to be a Trustee described in Section 3570(9) of the Act; or (ii) a court takes any action whereby such court declines to apply Delaware law in determining the validity, construction, or administration of any trust hereunder or of the effect of the spendthrift provision hereunder in any action brought against trustee. Unless objections are filed as provided below, Trustee shall, within ninety (90) days after it resigns or is removed, deliver any assets held hereunder to the successor Trustee. If WILLIAM E. STANSBURY does not appoint such a successor Trustee, Trustee may petition the appropriate court to appoint such a successor Trustee. Upon resignation or removal, Trustee shall deliver a statement of its activities to the

date of such resignation or removal for which it has not reported to the person to whom Trustee was directed to give notice of resignation or who was authorized to remove Trustee. Such person shall have sixty (60) days from receipt of such statement to file with Trustee any objections to its actions as Trustee. If no such objections are filed, Trustee shall be without any further liability or responsibility to any past, present, or future beneficiaries. No successor Trustee shall be required to examine into the acts of its predecessor Trustee, and each successor Trustee shall have responsibility only with respect to the property actually delivered to it by its predecessor Trustee.

SECTION 15: SIMULTANEOUS DEATH.

If Trustor and Trustor's wife die under circumstances where the order of deaths cannot be determined, and if any of the principal is includable in Trustor's estate for transfer tax purposes, then for the purposes of this agreement with respect to such principal, Trustor's wife shall be deemed to have survived Trustor and died immediately thereafter.

SECTION 16: TRUST SITUS.

This agreement creates a Delaware trust, and all matters pertaining to the validity, construction, and application of this agreement or to the administration of the trusts created by it shall be governed by Delaware law.

SECTION 17: DEFINITIONS.

A. "Trustor's wife" refers to SHIRLEY BERNSTEIN.

B. "Code" means the Internal Revenue Code of 1986, as amended, or any corresponding federal tax statute enacted after the date of this agreement. A reference to a specific section of the Code refers not only to that section but also to any corresponding provision of any federal tax statute enacted after the date of this agreement, as in effect on the date of application.

C. "Transfer taxes" means all applicable federal estate taxes (except additional estate taxes imposed under Section 2032A of the IRC), state estate or inheritance taxes, and generation-skipping transfer taxes imposed on any "direct skip" (as defined in Chapter 13 of the Code) other than a direct skip from a trust or resulting from a disclaimer, and any interest and penalties thereon. The term does not include federal or state gift taxes, generation-skipping transfer taxes imposed on a "taxable termination," a "taxable distribution," or a "direct skip" from a trust or resulting from a disclaimer, income taxes, real estate transfer taxes, or any tax or duty imposed by a foreign country or political subdivision thereof. In addition, the term does not include any tax imposed by Section 2056A of the Code or any corresponding provision of applicable state law.

D. "Act" means the Delaware Qualified Dispositions in Trust Act (12 Delaware Code Section 3570, et seq.), as amended, or any corresponding Delaware statute enacted after the date of this agreement. A reference to a specific section of the Act refers not only to that section but also to any corresponding provision of any Delaware statute enacted after the date of this agreement, as in effect on the date of application.

E. Use of any gender in this agreement includes the masculine, feminine and neuter genders as appropriate. Use of the singular number includes the plural and vice versa unless the context clearly requires otherwise.

F. "Personal Representative" means the executor or administrator of a decedent's estate and shall include all persons serving in such capacity from time to time.

G. Use of the verb "shall" in this agreement indicates a mandatory direction, and use of the verb "may" indicates authorization to take action.

H. Captions, headings and sub-headings, as used herein, are for convenience only and have no legal or dispositive effect.

IN WITNESS WHEREOF, SIMON L. BERNSTEIN, Trustor, has set his Hand and Seal the 20th day of May, 2008, and WILMINGTON TRUST COMPANY, Trustee, has caused this agreement to be signed in its name by one of its Asst Vice Presidents and its corporate seal to be affixed by one of its Assistant Secretaries, the 20th day of May, 2008, all done in duplicate as of the date of execution by Trustor, which date shall be the effective date of this instrument.

WITNESS:

_____ _____ (SEAL)
SIMON L. BERNSTEIN, Trustor

WILMINGTON TRUST COMPANY, Trustee

By: _____
Asst. Vice President

Attest: _____
Assistant Secretary

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

The foregoing instrument was acknowledged before me this 20th day of May, 2008, by SIMON L. BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Notary Public

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

The foregoing instrument was acknowledged before me this 2nd day of June, 2008, by Nicole A. McClelland, Asst. Vice President of Wilmington Trust Company, a Delaware corporation, on behalf of the corporation.

Laura D. Barone
Notary Public

LAURA D. BARONE
Notary Public - State of Delaware
My Comm. Expires April 3, 2012

"SCHEDULE A"

Consisting of One Page

of

SIMON L. BERNSTEIN

Irrevocable Trust Agreement

Dated May 20, 2008

Between

SIMON L. BERNSTEIN

and

WILMINGTON TRUST COMPANY

* * *

CASH in the amount of One Dollar ($1.00)

* * *

WILL OF

SHIRLEY BERNSTEIN

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

CONFORMED COPY

WILL OF

SHIRLEY BERNSTEIN

The original of this Will is being held in the safe deposit box of the law firm of Tescher & Spallina, P.A.

I, SHIRLEY BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. My spouse is SIMON L. BERNSTEIN ("***SIMON***"). My children are TED S. BERNSTEIN ("***TED***"), PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to SIMON, if SIMON survives me, my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if SIMON does not survive me, I give this property to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical, and if neither SIMON nor any child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. RESIDENCES

I give to SIMON, if SIMON survives me, my entire interest in any real property used by us as a permanent or seasonal residence, subject to any mortgage or other lien. If SIMON does not survive me, such interest shall pass with the residue of my estate.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate to the Trustee then serving under my revocable Trust Agreement dated today, as may be amended and restated from time to time (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint SIMON and TED, one at a time and successively in that order, as my Personal Representative (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

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

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

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

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

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

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

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

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right

to employ any beneficiary or fiduciary in any of the foregoing capacities;

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

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

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

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

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

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

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

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

m. Ancillary Administration. To appoint or nominate, and replace with or without

cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Articles I and II of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse**. The term "*spouse*" herein means, as to a designated individual, the person to whom that individual is from time to time married.

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

[remainder of page intentionally left blank]

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 20 day of May, 2008.

/s/ Shirley Bernstein
SHIRLEY BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testatrix to be the Testatrix's Will in our presence, and at the Testatrix's request and in the Testatrix's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this _____ day of _____, 2008.

/s/ Robert L. Spallina residing at 7387 Wisteria Ave
[Witness Signature] [Witness Address]

Parkland, FL 33076
[Witness Address]

/s/ Diana Banks residing at 23415 Boca Trace Dr.
[Witness Signature] [Witness Address]

Boca Raton, FL 33433
[Witness Address]

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State Of Florida

SS.

County Of Palm Beach

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

/s/ Shirley Bernstein
SHIRLEY BERNSTEIN, Testatrix

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

/s/ Robert L. Spallina
Witness

/s/ Diana Banks
Witness

Acknowledged and subscribed before me, by the Testatrix, SHIRLEY BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and Diana Banks, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SHIRLEY BERNSTEIN and the subscribing witnesses, all on this 20 day of May, 2008.

Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012

/s/ Kimberly Moran
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

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DESIGNATION OF HEALTH CARE SURROGATE

If I am at any time incapable of making health care decisions for myself, and it is determined pursuant to Section 765.204, Florida Statutes, that I lack the capacity to make care decisions for myself or to provide informed consent, I designate:

Name: Simon L. Bernstein
Address: 7020 Lions Head Lane, Boca Raton, FL 33496
Telephone: 561-477-9991

to serve as my health care surrogate to make all health care decisions for me, subject to the restrictions, if any, set forth herein and the statutory restrictions on a health care surrogate's powers, until such time as I regain the capacity to make such decisions or provide informed consent myself.

I further designate my health care surrogate as my personal representative under 45 CFR § 164.502(g), a portion of the regulations implementing the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), for all health care-related decisions, whose powers include the presently effective power to receive my protected health information and to authorize the disclosure and use of my protected health information as provided in 45 CFR 164.

By way of example and not in limitation, pursuant to the foregoing grants my health care surrogate may:

- act for me and to make all health care decisions for me in matters during my incapacity, as my surrogate deems to be in my best interest, and to execute on my behalf any documents necessary to implement such health care decisions;
- consult expeditiously with any health care providers to provide informed consent in my best interest, and to make health care decisions which my surrogate believes I would have made under the circumstances if I were capable of making such decisions;
- provide written consent using an appropriate form provided by any health care provider, including a physician's order not to resuscitate;
- request, receive and review any information concerning my mental and physical health, including but not limited to medical and hospital records and other protected health information as defined by HIPAA;
- apply for public and veterans' benefits, such as Medicare and Medicaid, for me and to have access to information regarding my income and assets and banking and financial records to the extent required to make application;
- authorize the release, use and disclosure of records including the protected health

information described above to appropriate persons as necessary to ensure the continuity of my health care;

- authorize my admission to or transfer from a licensed health care facility; and
- carry out the terms of any living will or declaration made by me.

For purposes of this instrument, "informed consent" means consent voluntarily given, after sufficient explanation and disclosure of the subject matter involved to enable the recipient to have a general understanding of the procedure and the available medically acceptable alternative procedures to make a knowing health care decision without duress or coercion. The term "health care decision" means informed consent, refusal of consent, or withdrawal of consent to health care, and includes the decision to apply for public benefits to defray the cost of health care.

I will furnish an exact copy of this designation to my health care surrogate and my alternate surrogate.

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

Signed by Designator on this 25 day of May, 2008.

SHIRLEY BERNSTEIN

WITNESSES:

ROBERT L. SPALLINA

Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Tele. #: 954 341 8525

Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

Tele. #: (561)495-1933

Note: The person designated as the health care surrogate cannot act as a witness to the execution of this designation. At least one witness must be a person who is neither the spouse nor a blood relative of the person making the designation.

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

DURABLE POWER OF ATTORNEY

I, SHIRLEY BERNSTEIN, Social Security No. 347-30-9749, of Palm Beach County, Florida, revoke all powers of attorney previously issued by me and appoint my spouse, SIMON L. BERNSTEIN, as attorney-in-fact for me and to otherwise act for me and on my behalf, as provided herein:

a. To have access to any safe deposit box rented by me or by me with others (including authority to have it drilled), to remove the contents therefrom and to terminate the lease of the box.

b. To sell, purchase or to assign, transfer and deliver all cash, bonds, stocks, securities, annuities and other property of any kind, real or personal, owned by me.

c. To withdraw any funds standing to my credit or to my credit jointly with others in any bank, savings and loan association or other financial institution.

d. To endorse and deliver any checks, drafts, certificates of deposit, notes or other instruments for the payment of money payable to or belonging to me.

e. To convey any real property, interest in real property, or beneficial interest in a trust holding real property, including, but without limitation, homestead real property and real property in any type of joint ownership, including tenancy by the entireties, which I may own or possess.

f. To mortgage real property, including homestead real property, and to join with my spouse and my spouse's legal guardian where necessary, to accomplish this encumbrance.

g. To execute and deliver any assignment, stock power, deed or other instrument which my attorney-in-fact deems necessary or appropriate to carry out and effectuate this power of attorney, to sign my name to any instrument pertaining to or required in connection with the transfer of my property, and to give full receipts and discharges.

h. To delegate to a transfer agent or similar person the authority to register any stocks, bonds or other securities either into or out of the principal's or nominee's name.

i. To deal with retirement plans, including individual retirement account, rollovers, and voluntary contributions, changing the ownership or beneficiary designations on such accounts, plans and/or annuities.

j. To borrow funds to avoid forced liquidation of assets.

k. To enter into buy-sell agreements.

l. To deal with life insurance, including the power to cash in or change the ownership or beneficiary designations of life insurance policies, excluding, however, life insurance policies of which my attorney-in-fact is not an owner nor co-owner thereof but is an

insured thereof.

m. To forgive and collect debts.

n. To make and complete funding of charitable pledges.

o. To make statutory elections and disclaimers, including the power to disclaim or refuse to accept an inheritance, life insurance proceeds, or elective share.

p. To hire counsel and otherwise act to represent and/or protect my interest in any legal action.

q. To collect amounts due to me and to qualify me for various government entitlements such as Medicaid or Supplemental Social Security.

r. To deal with and collect proceeds from health and/or long term care insurance.

s. To sign tax returns, IRS powers of attorney, and to settle tax disputes.

t. Consistent with estate planning and tax minimization objectives, to make gifts on my behalf to such members of my family and/or charitable organizations as my said attorney-in-fact may deem advisable, but excluding gifts to my said attorney-in-fact, creditors of my attorney-in-fact and members of her/his family that discharge a support obligation of my attorney in fact.

u. To petition a court of competent jurisdiction for an elective share of the estate of my deceased spouse.

v. To convey any property, tangible or intangible, real or personal, to the trustee of a revocable trust of which I was an original grantor, including my homestead.

w. To execute any document on my behalf for the purpose of qualifying for any public/private benefit; and if when applying for Medicaid benefits, my income exceeds the income cap, to create an irrevocable income trust and to transfer so much of my income of said trust as will enable me to qualify for Medicaid benefits.

x. To exercise all rights and privileges over, or relating to the ownership of, property, including without limitation the exercise of voting rights relating to such property or ownership.

Every bank or other financial institution, insurance company, transfer agent, issuer, obligor, safe deposit box company, title insurance company or other person, firm or corporation to which this power of attorney or a photocopy hereof is presented is authorized to receive, honor and give effect to all

instruments signed pursuant to the foregoing authority without inquiring as to the circumstances of their issuance or the disposition of the property delivered pursuant thereto. All acts done hereunder by my attorney-in-fact after revocation of this power of attorney or after my death shall be valid and enforceable in favor of anyone who relies on this power of attorney and has not received prior actual written notice of the revocation or death. All acts done by my attorney-in-fact pursuant to this power shall be binding upon me and my heirs, devisees and personal representatives.

My said attorney-in-fact shall not be liable for any acts or decisions made by said attorney-in-fact in good faith and under the terms of this Durable Power of Attorney.

I give and grant unto my said attorney-in-fact full power and authority to do and perform all and every act and thing that may be requisite and necessary as fully to all intents and purposes as I might or could if personally present, hereby ratifying and confirming all that my said attorney-in-fact shall lawfully do or cause to be done by virtue of this power of attorney.

This Durable Power of Attorney shall not be affected by subsequent incapacity of the principal except as provided by statute.

IN WITNESS WHEREOF I have signed this Durable Power of Attorney this 20 day of May, 2008.

Signed in the presence of:

Print Name: Robert Spallina

Print Name: TRACI KRATISH

SHIRLEY BERNSTEIN

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

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LIVING WILL

I, SHIRLEY BERNSTEIN, willfully and voluntarily make this declaration on this 20 day of May, 2008. I recognize that death is natural and is but a phase in the cycle of life. I do not fear death as much as I fear the indignity and futility of deterioration, dependence, and hopeless pain. If there is no reasonable medical expectation of my recovery from a physical or mental disability, I do not wish to be kept alive by artificial means or heroic measures.

Therefore, if my attending or treating physician and another consulting physician determine that there is no reasonable medical probability of my recovery from any of the following conditions, I direct that life-prolonging procedures be withheld or withdrawn when the application of those 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, even if that hastens my death:

(mark desired choices)

- x and I have a terminal condition (a condition caused by injury, disease, or illness from which there is no reasonable medical probability of recovery and which, without treatment, can be expected to cause death), or
- x and I have an end-stage condition (a condition that is caused by injury, disease, or illness which has resulted in severe and permanent deterioration, indicated by incapacity and complete physical dependency, and for which, to a reasonable degree of medical certainty, treatment of the irreversible condition would be medically ineffective), or
- x and I am in a persistent vegetative state (a permanent and irreversible condition of unconsciousness in which there is the absence of voluntary action or cognitive behavior of any kind, and an inability to communicate or interact purposefully with the environment).

In any of the situations described above, I direct that the following medical interventions be considered life-prolonging procedures the application of which would serve only to prolong artificially the process of dying and that I desire to be withheld or withdrawn:

(mark desired choices)

- x placement on ventilator or other mechanical devices,
- x surgical procedures and blood transfusion, except as needed to prevent or alleviate my suffering,
- x placement in an intensive care unit except as an absolute necessity to relieve my suffering,

_x_ chemotherapy or radiation therapy, unless there is a substantial medical probability my condition will materially improve from such therapy,

_x_ resuscitation efforts in the event of arrest of my heart or breathing,

_x_ active treatment of a new reversible condition such as newly-discovered cancer, heart attack, or pneumonia, and

_x_ artificial nutrition and hydration (providing food and water through tubes).

In regard to any medical intervention on the foregoing list which has not been marked, I do not desire the withholding of such unmarked intervention.

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. I understand that my wishes may place a heavy burden upon others, and so I make this declaration to assume sole responsibility for my decision and to mitigate any feelings of guilt that my wishes may cause.

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

SHIRLEY BERNSTEIN

WITNESSES:

Address: ROBERT L. SPALLINA
7387 WISTERIA AVENUE
PARKLAND, FL 33076

Tele. #: 954 341 5220

Address: 16068 GLENCREST AVE
DELRAY BEACH, FL 33446

Tele. #: (561) 495-1933

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of May, 2008, by SHIRLEY BERNSTEIN.

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

[Seal with Commission Expiration Date]

Kimberly Moran
Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

Personally Known ✓ or Produced Identification _____

Type of Identification Produced _____

RECEIPT, RELEASE, AND REFUNDING AGREEMENT
Joshua Bernstein Irrevocable Trust Dated September 7, 2006

WHEREAS, Simon Bernstein, as Grantor, established a certain Trust known as The Joshua Bernstein Irrevocable Trust under an agreement dated September 7, 2006 (the Trust and the Trust Agreement collectively referred to hereinafter as the "Trust"); and

WHEREAS, pursuant to the Trust, Oppenheimer Trust Company (the "Trustee"), a limited purpose trust company, organized under the laws of the State of New Jersey, was appointed Trustee of the Trust, and accepted such appointment, as of July 30, 2010, which appointment has not been revoked; and

WHEREAS, The Trust has depleted due to discretionary distribution to a level where further administration and management is not financially or administratively advisable; and

WHEREAS, under the relevant State law, the following are the parties interested in the Trust (the "Parties") and, as such, would be entitled to an accounting of the Trust:

Name	Nature of Interest
Joshua Bernstein	100% income and Remainder Beneficiary
Eliot Bernstein and Candice Bernstein, Guardians of the Minor, Joshua Bernstein	

WHEREAS, each of the Parties is of full age, sound mind and under no disability; and

WHEREAS, the Trustee has provided the Parties with monthly statements for the Account and the Parties have received said statements; and

WHEREAS, the Trustee has provided the Parties with a statement of Principal received in and paid out of the Account, Income earned during the Trustee's term and expenses paid and said Accounting is attached hereto and incorporated herein; and

WHEREAS, The Trustee has notified the Parties that pursuant to its published fee schedule Oppenheimer Trust Company is entitled to a 1% final administration fee in the amount of **$129.14** based on the market value of the account as herein described and Final Tax preparation fees in the amount of **$350.00**; and

WHEREAS, the Parties now desire to settle the Trustee's account of proceedings of the Trust based on the above-described information with this Receipt, Release and Refunding Agreement, in order to avoid the delay and expense of a judicial accounting; and

WHEREAS, the Trustee has been asked and now intends to make a full distribution of the funds held in the Account; and

WHEREAS, the Parties have been advised by Trustee to consult with an attorney and have consulted with an attorney or chosen not to do so; and

WHEREAS, the Parties have thus voluntarily waived the necessity of a judicial accounting.

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the Parties and the Trustee to waive a judicial settlement of the account of proceedings and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

(1) Each of the Parties acknowledges receipt of the funds payable to each of them respectively, in full satisfaction and discharge of their respective interests in the Trust.

(2) Each of the Parties, for themselves, their heirs, legal representatives, Executors, Administrators, successors and assigns, releases, remises and forever discharges the Trustee, individually and as Trustee of the Trust, of and from any claims, demands or liabilities whatsoever that the Parties have or might have, or which their successors now have or might have, by reason of the acts and proceedings of the Trustee as set forth herein and in the attached statement.

(3) In consideration of the payments and distributions made to the Parties by the Trustee, each of the Parties agrees that if at any time hereafter it appears that there may be any claims for estate, gift, income or other taxes of any kind, administration expenses, or other lawful claims by whomsoever asserted, which may be or become payable by the Trust or for which the Trust or the Trustee may be liable in law or equity, each of the undersigned Parties will repay and refund to the Trustee upon demand from him, out of the aforementioned property distribution to such Party, or out of the proceeds of the investment or reinvestment thereof, his or her proportionate share of the amount of the aggregate of all such taxes, administration expenses, and other lawful claims.

(4) This agreement may be executed in any number of counterparts each of which shall be deemed and original, but all of which together shall constitute the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Receipt, Release and Refunding Agreement as of the date appearing next to their name.

Joshua Bernstein, Beneficiary By:

_____ Dated: _____

Eliot Bernstein, Guardian

Joshua Bernstein, Beneficiary By:

_____ Dated: _____

Candice Bernstein, Guardian

State of)
ss.:
County of)

On the ___ day of _____, in the year 2012, before me ,the undersigned, a Notary Public in and for said State, personally appeared, **Eliot Bernstein**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

State of)
ss.:
County of)

On the ___ day of _____, in the year 2012, before me ,the undersigned, a Notary Public in and for said State, personally appeared, **Candice Bernstein**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

For the Account of: *SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06*
FBO JAKE BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE

Account Number: *21 00 0917 0 03*

Report Date: ***August 26, 2013 12:34 PM***
Previous Close Date: ***August 23, 2013***

Asset Details

* Indicates changed from beginning of day

Security Name	Shares/Par	Average Unit Cost	Cost	Unit Market	Market Value	Portfolio % @ Market	Est Annual Income	Yield at Market	Unrealized G/L Restriction Desc
CASH									
INCOME CASH			4,226.64		4,226.64	36.62			
PRINCIPAL CASH			-4,223.11		-4,223.11	-36.59			
TOTAL CASH			**3.53**		**3.53**	**0.03**			
CASH EQUIVALENTS									
ADVANTAGE BANK DEP	1,065.9700	1.00	1,065.97	0.00	1,065.97	9.23	0.05	0.00	0.00
TOTAL CASH EQUIVALENTS			**1,065.97**		**1,065.97**	**9.23**	**0.05**		**0.00**
FIXED INCOME SECURITIES									
ISHARES 7-10 YR TR	16.0000	98.78	1,580.54	100.14	1,602.24	13.88	27.09	1.69	21.70
ISHARES MBS ETF	15.0000	101.90	1,528.50	103.90	1,558.50	13.50	18.33	1.18	30.00
TOTAL FIXED INCOME SECURITIES			**3,109.04**		**3,160.74**	**27.38**	**45.42**		**51.70**
EQUITIES									
VANGUARD INDEX FDS	10.0000	38.39	383.90	109.97	1,099.70	9.53	9.17	0.83	715.80
VANGUARD INDEX FDS	9.0000	42.67	384.03	88.27	794.43	6.88	16.87	2.12	410.40
VANGUARD INDEX FDS	26.0000	36.94	960.44	70.10	1,822.60	15.79	43.08	2.36	862.16
VANGUARD INDX GRWTH	22.0000	38.45	845.99	82.19	1,808.18	15.66	25.42	1.41	962.19
VANGUARD INTL EQ	33.0000	40.15	1,324.91	53.17	1,754.61	15.20	87.68	5.00	429.70
TOTAL EQUITIES			**3,899.27**		**7,279.52**	**63.06**	**182.22**		**3,380.25**
MISCELLANEOUS ASSETS									
BERNSTEIN FAM REALTY	0.3333	100.00	33.33	0.00	33.33	0.29	0.00	0.00	0.00
TOTAL MISCELLANEOUS ASSETS			**33.33**		**33.33**	**0.29**	**0.00**		**0.00**
GRAND TOTALS			**8,111.14**		**11,543.09**	**100.00**	**227.69**		**3,431.95**

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For the Account Of: *SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06*
FBO JAKE BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE

Account Number: *21 00 0917 0 03*
Period: *09/20/2010 to 08/16/2013*
Date Prepared: *08/26/2013 12:43 PM*

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
	RECEIVED FROM PRIOR TRUSTEE			
09/20/2010	RECEIVED FROM STANFORD TRUST COMPANY	0.00	2,185.58	0.00
	TOTAL RECEIVED FROM PRIOR TRUSTEE	0.00	2,185.58	0.00
	FEDERAL FIDUCIARY TAX REFUNDS			
01/03/2011	2009 FEDERAL FIDUCIARY TAX REFUND CHECK DTD 12/28/10	0.00	2,729.00	0.00
01/20/2011	2008 FEDERAL FIDUCIARY TAX REFUND	0.00	25,568.81	0.00
10/24/2011	2010 FEDERAL FIDUCIARY TAX REFUND	0.00	2,482.00	0.00
	TOTAL FEDERAL FIDUCIARY TAX REFUNDS	0.00	30,779.81	0.00
	ORDINARY DIVIDENDS			
09/29/2010	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	23.65	0.00	0.00
09/30/2010	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	17.46	0.00	0.00
09/30/2010	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	48.07	0.00	0.00
10/07/2010	DIVIDEND RECEIVED ISHARES TIPS BD ETF	1.35	0.00	0.00
10/07/2010	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.60	0.00	0.00
10/07/2010	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	6.67	0.00	0.00
10/07/2010	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	10.50	0.00	0.00
10/07/2010	DIVIDEND RECEIVED ISHARES MBS ETF	6.01	0.00	0.00
10/12/2010	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	7.45	0.00	0.00
10/18/2010	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.14	0.00	0.00
11/05/2010	DIVIDEND RECEIVED ISHARES TIPS BD ETF	2.55	0.00	0.00
11/05/2010	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.59	0.00	0.00
11/05/2010	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.43	0.00	0.00
11/05/2010	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	10.56	0.00	0.00
11/05/2010	DIVIDEND RECEIVED ISHARES MBS ETF	4.27	0.00	0.00
11/09/2010	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	7.43	0.00	0.00
11/16/2010	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.01	0.00	0.00
12/07/2010	DIVIDEND RECEIVED ISHARES TIPS BD ETF	1.79	0.00	0.00
12/07/2010	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.56	0.00	0.00
12/07/2010	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.78	0.00	0.00
12/07/2010	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	10.77	0.00	0.00

For the Account Of: *SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06*
FBO JAKE BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE

Account Number: *21 00 0917 0 03*
Period: *09/20/2010 to 08/16/2013*
Date Prepared: *08/26/2013 12:43 PM*

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
12/07/2010	DIVIDEND RECEIVED ISHARES MBS ETF	6.92	0.00	0.00
12/09/2010	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	7.25	0.00	0.00
12/16/2010	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.01	0.00	0.00
12/29/2010	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF	61.94	0.00	0.00
12/29/2010	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF	139.07	0.00	0.00
12/29/2010	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF	242.13	0.00	0.00
12/30/2010	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	25.84	0.00	0.00
12/31/2010	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP GRW	11.91	0.00	0.00
12/31/2010	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP VAL	21.59	0.00	0.00
12/31/2010	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	17.46	0.00	0.00
12/31/2010	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	44.13	0.00	0.00
01/04/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	2.63	0.00	0.00
01/04/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.57	0.00	0.00
01/04/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.45	0.00	0.00
01/04/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	11.18	0.00	0.00
01/04/2011	DIVIDEND RECEIVED ISHARES MBS ETF	6.83	0.00	0.00
01/06/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	7.60	0.00	0.00
01/06/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	5.49	0.00	0.00
01/18/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.03	0.00	0.00
02/07/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	1.64	0.00	0.00
02/07/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.56	0.00	0.00
02/07/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.44	0.00	0.00
02/07/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	10.59	0.00	0.00
02/07/2011	DIVIDEND RECEIVED ISHARES MBS ETF	6.82	0.00	0.00
02/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.55	0.00	0.00
02/16/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.34	0.00	0.00
03/07/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	2.74	0.00	0.00
03/07/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.59	0.00	0.00

For the Account Of: *SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06*
FBO JAKE BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE

Account Number: *21 00 0917 0 03*
Period: *09/20/2010 to 08/16/2013*
Date Prepared: *08/26/2013 12:43 PM*

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
03/07/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.05	0.00	0.00
03/07/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	9.74	0.00	0.00
03/07/2011	DIVIDEND RECEIVED ISHARES MBS ETF	6.50	0.00	0.00
03/08/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.64	0.00	0.00
03/16/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.36	0.00	0.00
03/29/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP GRW	0.20	0.00	0.00
03/29/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP VAL	0.14	0.00	0.00
03/30/2011	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	19.70	0.00	0.00
03/31/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	14.62	0.00	0.00
03/31/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	39.63	0.00	0.00
04/07/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	5.82	0.00	0.00
04/07/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.57	0.00	0.00
04/07/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	6.56	0.00	0.00
04/07/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	11.17	0.00	0.00
04/07/2011	DIVIDEND RECEIVED ISHARES MBS ETF	5.98	0.00	0.00
04/11/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.58	0.00	0.00
04/18/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.43	0.00	0.00
05/06/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	5.94	0.00	0.00
05/06/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.56	0.00	0.00
05/06/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	6.80	0.00	0.00
05/06/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	10.86	0.00	0.00
05/06/2011	DIVIDEND RECEIVED ISHARES MBS ETF	6.10	0.00	0.00
05/10/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.64	0.00	0.00
05/16/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.36	0.00	0.00
06/07/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	10.49	0.00	0.00
06/07/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.55	0.00	0.00
06/07/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.98	0.00	0.00
06/07/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	11.00	0.00	0.00

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
06/07/2011	DIVIDEND RECEIVED ISHARES MBS ETF	5.75	0.00	0.00
06/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.53	0.00	0.00
06/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.86	0.00	0.00
06/16/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.40	0.00	0.00
06/29/2011	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	25.30	0.00	0.00
06/30/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	16.77	0.00	0.00
06/30/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	40.00	0.00	0.00
07/08/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	7.55	0.00	0.00
07/08/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.56	0.00	0.00
07/08/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.43	0.00	0.00
07/08/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	10.38	0.00	0.00
07/08/2011	DIVIDEND RECEIVED ISHARES MBS ETF	6.43	0.00	0.00
07/12/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.62	0.00	0.00
07/12/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.88	0.00	0.00
07/18/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.41	0.00	0.00
08/05/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	5.81	0.00	0.00
08/05/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.52	0.00	0.00
08/05/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.53	0.00	0.00
08/05/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	10.72	0.00	0.00
08/05/2011	DIVIDEND RECEIVED ISHARES MBS ETF	6.74	0.00	0.00
08/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.47	0.00	0.00
08/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	3.06	0.00	0.00
08/16/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	1.21	0.00	0.00
09/08/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	0.10	0.00	0.00
09/08/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.48	0.00	0.00
09/08/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.48	0.00	0.00
09/08/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	10.31	0.00	0.00
09/08/2011	DIVIDEND RECEIVED ISHARES MBS ETF	5.64	0.00	0.00

For the Account Of: *SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06*
FBO JAKE BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE

Account Number: *21 00 0917 0 03*
Period: *09/20/2010 to 08/16/2013*
Date Prepared: *08/26/2013 12:43 PM*

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
09/12/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.57	0.00	0.00
09/12/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	4.33	0.00	0.00
09/16/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.20	0.00	0.00
09/28/2011	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	24.63	0.00	0.00
09/29/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	14.96	0.00	0.00
09/29/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	44.75	0.00	0.00
10/07/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	1.73	0.00	0.00
10/07/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.51	0.00	0.00
10/07/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.20	0.00	0.00
10/07/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	9.51	0.00	0.00
10/07/2011	DIVIDEND RECEIVED ISHARES MBS ETF	5.78	0.00	0.00
10/11/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.07	0.00	0.00
10/11/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	3.81	0.00	0.00
10/17/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.13	0.00	0.00
11/07/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	3.60	0.00	0.00
11/07/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.41	0.00	0.00
11/07/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	5.09	0.00	0.00
11/07/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	9.42	0.00	0.00
11/07/2011	DIVIDEND RECEIVED ISHARES MBS ETF	5.43	0.00	0.00
11/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.23	0.00	0.00
11/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	4.30	0.00	0.00
11/16/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.13	0.00	0.00
12/07/2011	DIVIDEND RECEIVED ISHARES TIPS BD ETF	2.41	0.00	0.00
12/07/2011	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.31	0.00	0.00
12/07/2011	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.93	0.00	0.00
12/07/2011	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	9.01	0.00	0.00
12/07/2011	DIVIDEND RECEIVED ISHARES MBS ETF	5.49	0.00	0.00
12/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.40	0.00	0.00

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
12/09/2011	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	8.17	0.00	0.00
12/16/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.13	0.00	0.00
12/28/2011	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF	66.86	0.00	0.00
12/28/2011	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF	98.27	0.00	0.00
12/28/2011	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF	200.34	0.00	0.00
12/29/2011	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	29.93	0.00	0.00
12/30/2011	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.06	0.00	0.00
12/30/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP GRW	13.63	0.00	0.00
12/30/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP VAL	23.32	0.00	0.00
12/30/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	19.52	0.00	0.00
12/30/2011	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	51.00	0.00	0.00
01/04/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.33	0.00	0.00
01/04/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	6.46	0.00	0.00
01/04/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	8.62	0.00	0.00
01/04/2012	DIVIDEND RECEIVED ISHARES MBS ETF	5.36	0.00	0.00
01/06/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.69	0.00	0.00
01/06/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	2.14	0.00	0.00
01/17/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.08	0.00	0.00
02/07/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.35	0.00	0.00
02/07/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.91	0.00	0.00
02/07/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	8.59	0.00	0.00
02/07/2012	DIVIDEND RECEIVED ISHARES MBS ETF	6.74	0.00	0.00
02/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.61	0.00	0.00
02/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.43	0.00	0.00
02/16/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.13	0.00	0.00
03/07/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.42	0.00	0.00
03/07/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.54	0.00	0.00
03/07/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	7.63	0.00	0.00

For the Account Of: *SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06*
FBO JAKE BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE

Account Number: *21 00 0917 0 03*
Period: *09/20/2010 to 08/16/2013*
Date Prepared: *08/26/2013 12:43 PM*

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
03/07/2012	DIVIDEND RECEIVED ISHARES MBS ETF	6.07	0.00	0.00
03/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.13	0.00	0.00
03/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.38	0.00	0.00
03/16/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.13	0.00	0.00
03/28/2012	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	21.36	0.00	0.00
03/28/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP GRW	0.20	0.00	0.00
03/28/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP VAL	0.49	0.00	0.00
03/30/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	16.68	0.00	0.00
03/30/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	42.75	0.00	0.00
04/09/2012	DIVIDEND RECEIVED ISHARES TIPS BD ETF	3.24	0.00	0.00
04/09/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.38	0.00	0.00
04/09/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.93	0.00	0.00
04/09/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	7.98	0.00	0.00
04/09/2012	DIVIDEND RECEIVED ISHARES MBS ETF	4.19	0.00	0.00
04/11/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.28	0.00	0.00
04/11/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.44	0.00	0.00
04/16/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.13	0.00	0.00
05/07/2012	DIVIDEND RECEIVED ISHARES TIPS BD ETF	4.26	0.00	0.00
05/07/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.33	0.00	0.00
05/07/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.82	0.00	0.00
05/07/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	7.57	0.00	0.00
05/07/2012	DIVIDEND RECEIVED ISHARES MBS ETF	3.48	0.00	0.00
05/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.40	0.00	0.00
05/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.38	0.00	0.00
05/16/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.13	0.00	0.00
06/07/2012	DIVIDEND RECEIVED ISHARES TIPS BD ETF	8.04	0.00	0.00
06/07/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.37	0.00	0.00
06/07/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.47	0.00	0.00

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06/07/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	7.68	0.00	0.00
06/07/2012	DIVIDEND RECEIVED ISHARES MBS ETF	3.60	0.00	0.00
06/11/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.16	0.00	0.00
06/11/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.58	0.00	0.00
06/18/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.14	0.00	0.00
06/27/2012	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	26.97	0.00	0.00
06/28/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	17.97	0.00	0.00
06/29/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	46.50	0.00	0.00
07/09/2012	DIVIDEND RECEIVED ISHARES TIPS BD ETF	3.53	0.00	0.00
07/09/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.35	0.00	0.00
07/09/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.57	0.00	0.00
07/09/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	7.21	0.00	0.00
07/09/2012	DIVIDEND RECEIVED ISHARES MBS ETF	3.79	0.00	0.00
07/11/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	6.13	0.00	0.00
07/11/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.43	0.00	0.00
07/16/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.12	0.00	0.00
08/07/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.31	0.00	0.00
08/07/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.63	0.00	0.00
08/07/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	7.30	0.00	0.00
08/07/2012	DIVIDEND RECEIVED ISHARES MBS ETF	3.09	0.00	0.00
08/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.97	0.00	0.00
08/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.35	0.00	0.00
08/16/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.13	0.00	0.00
09/10/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.31	0.00	0.00
09/10/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.62	0.00	0.00
09/10/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.79	0.00	0.00
09/10/2012	DIVIDEND RECEIVED ISHARES MBS ETF	2.40	0.00	0.00
09/12/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.79	0.00	0.00

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09/12/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	0.65	0.00	0.00
09/17/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.14	0.00	0.00
09/28/2012	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF	39.90	0.00	0.00
09/28/2012	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF	47.06	0.00	0.00
09/28/2012	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF	113.19	0.00	0.00
09/28/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	21.33	0.00	0.00
09/28/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	48.50	0.00	0.00
10/03/2012	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	29.36	0.00	0.00
10/05/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.30	0.00	0.00
10/05/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.41	0.00	0.00
10/05/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.36	0.00	0.00
10/05/2012	DIVIDEND RECEIVED ISHARES MBS ETF	2.55	0.00	0.00
10/09/2012	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.10	0.00	0.00
10/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.77	0.00	0.00
10/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.47	0.00	0.00
10/19/2012	DIVIDEND RECEIVED ADVANTAGE PRIMARY LIQ FD	0.17	0.00	0.00
11/07/2012	DIVIDEND RECEIVED ISHARES TIPS BD ETF	2.92	0.00	0.00
11/07/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.27	0.00	0.00
11/07/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.58	0.00	0.00
11/07/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.54	0.00	0.00
11/07/2012	DIVIDEND RECEIVED ISHARES MBS ETF	2.57	0.00	0.00
11/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.84	0.00	0.00
11/09/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.61	0.00	0.00
11/16/2012	DIVIDEND RECEIVED ADVANTAGE PRIMARY LIQ FD	0.49	0.00	0.00
12/07/2012	DIVIDEND RECEIVED ISHARES TIPS BD ETF	4.85	0.00	0.00
12/07/2012	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.20	0.00	0.00
12/07/2012	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.16	0.00	0.00
12/07/2012	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.16	0.00	0.00

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12/07/2012	DIVIDEND RECEIVED ISHARES MBS ETF	2.02	0.00	0.00
12/11/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.79	0.00	0.00
12/11/2012	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	2.67	0.00	0.00
12/21/2012	DIVIDEND RECEIVED ADVANTAGE PRIMARY LIQ FD	0.33	0.00	0.00
12/27/2012	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF	34.20	0.00	0.00
12/27/2012	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF	59.83	0.00	0.00
12/27/2012	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF	41.06	0.00	0.00
12/31/2012	DIVIDEND RECEIVED ADVANTAGE PRIMARY LIQ FD	0.07	0.00	0.00
12/31/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP GRW	30.26	0.00	0.00
12/31/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP VAL	31.86	0.00	0.00
12/31/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	36.29	0.00	0.00
12/31/2012	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	61.25	0.00	0.00
01/02/2013	DIVIDEND RECEIVED ISHARES TIPS BD ETF	0.09	0.00	0.00
01/02/2013	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.17	0.00	0.00
01/02/2013	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.56	0.00	0.00
01/02/2013	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.78	0.00	0.00
01/04/2013	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	31.50	0.00	0.00
01/07/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.59	0.00	0.00
01/07/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	2.15	0.00	0.00
01/18/2013	DIVIDEND RECEIVED ADVANTAGE PRIMARY LIQ FD	0.04	0.00	0.00
02/07/2013	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.22	0.00	0.00
02/07/2013	DIVIDEND RECEIVED ISHARES 20+ YR TR BD ETF	4.42	0.00	0.00
02/07/2013	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.30	0.00	0.00
02/07/2013	DIVIDEND RECEIVED ISHARES MBS ETF	1.81	0.00	0.00
02/11/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.52	0.00	0.00
02/11/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.49	0.00	0.00
02/19/2013	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.02	0.00	0.00
02/22/2013	DIVIDEND RECEIVED ADVANTAGE PRIMARY LIQ FD	0.04	0.00	0.00

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03/07/2013	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.25	0.00	0.00
03/07/2013	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	5.70	0.00	0.00
03/07/2013	DIVIDEND RECEIVED ISHARES MBS ETF	2.13	0.00	0.00
03/11/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.58	0.00	0.00
03/11/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	2.49	0.00	0.00
03/18/2013	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.03	0.00	0.00
03/26/2013	DIVIDEND RECEIVED SPDR SERIES TRUST DJ REIT	20.17	0.00	0.00
03/26/2013	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP GRW	0.40	0.00	0.00
03/26/2013	DIVIDEND RECEIVED VANGUARD INDEX FDS SM CP VAL	0.36	0.00	0.00
03/28/2013	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF	4.41	0.00	0.00
03/28/2013	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF	8.25	0.00	0.00
03/28/2013	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF	15.47	0.00	0.00
03/28/2013	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	11.58	0.00	0.00
03/28/2013	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	23.28	0.00	0.00
04/05/2013	DIVIDEND RECEIVED ISHARES TIPS BD ETF	0.80	0.00	0.00
04/05/2013	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.21	0.00	0.00
04/05/2013	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.51	0.00	0.00
04/05/2013	DIVIDEND RECEIVED ISHARES MBS ETF	5.17	0.00	0.00
04/09/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.40	0.00	0.00
04/09/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	1.05	0.00	0.00
04/16/2013	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.02	0.00	0.00
05/07/2013	DIVIDEND RECEIVED ISHARES TIPS BD ETF	3.11	0.00	0.00
05/07/2013	DIVIDEND RECEIVED ISHARES IBOXX INV CP ETF	2.17	0.00	0.00
05/07/2013	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.07	0.00	0.00
05/07/2013	DIVIDEND RECEIVED ISHARES MBS ETF	1.59	0.00	0.00
05/09/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.51	0.00	0.00
05/09/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRCLYS INTL ETF	0.71	0.00	0.00
05/16/2013	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.01	0.00	0.00

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06/07/2013	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	6.37	0.00	0.00
06/07/2013	DIVIDEND RECEIVED ISHARES MBS ETF	1.14	0.00	0.00
06/11/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.26	0.00	0.00
06/17/2013	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.02	0.00	0.00
06/28/2013	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF	23.28	0.00	0.00
06/28/2013	DIVIDEND RECEIVED VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF	61.75	0.00	0.00
06/28/2013	DIVIDEND RECEIVED VANGUARD INDEX FDS GROWTH ETF	13.16	0.00	0.00
06/28/2013	DIVIDEND RECEIVED VANGUARD INDEX FDS VALUE	15.64	0.00	0.00
07/08/2013	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	4.32	0.00	0.00
07/08/2013	DIVIDEND RECEIVED ISHARES MBS ETF	1.34	0.00	0.00
07/10/2013	DIVIDEND RECEIVED SPDR SERIES TRUST BRC HGH YLD BD	5.31	0.00	0.00
07/16/2013	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.02	0.00	0.00
08/07/2013	DIVIDEND RECEIVED ISHARES 7 - 10 Y TR BD ETF	2.25	0.00	0.00
08/07/2013	DIVIDEND RECEIVED ISHARES MBS ETF	1.28	0.00	0.00
08/16/2013	INTEREST RECEIVED ADVANTAGE BANK DEPOSIT	0.01	0.00	0.00
	TOTAL ORDINARY DIVIDENDS	3,427.04	0.00	0.00
	CAPITAL GAIN DISTRIBUTIONS			
12/07/2010	SHORT TERM CAPITAL GAIN DIVIDEND ISHARES MBS ETF	0.00	49.99	0.00
12/07/2010	LONG TERM CAPITAL GAIN DIVIDEND ISHARES MBS ETF	0.00	0.36	0.00
01/06/2011	SHORT TERM CAPITAL GAIN DIVIDEND SPDR SERIES TRUST BRC HGH YLD BD	0.00	10.35	0.00
01/06/2011	LONG TERM CAPITAL GAIN DIVIDEND SPDR SERIES TRUST BRC HGH YLD BD	0.00	5.61	0.00
01/06/2012	LONG TERM CAPITAL GAIN DIVIDEND SPDR SERIES TRUST BRC HGH YLD BD	0.00	6.87	0.00
12/07/2012	SHORT TERM CAPITAL GAIN DIVIDEND ISHARES MBS ETF	0.00	4.55	0.00
12/07/2012	LONG TERM CAPITAL GAIN DIVIDEND ISHARES IBOXX INV CP ETF	0.00	0.08	0.00
	TOTAL CAPITAL GAIN DISTRIBUTIONS	0.00	77.79	0.00
	OTHER INCOME			
01/03/2011	INTEREST ON 2009 FIDUCIARY INCOME TAX REFUND CHECK DTD 12/28/10	10.79	0.00	0.00
01/20/2011	INTEREST ON 2008 FEDERAL FIDUCIARY TAX REFUND	1,814.80	0.00	0.00
	TOTAL OTHER INCOME	1,825.59	0.00	0.00

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	PROCEEDS FROM THE SALE OF ASSETS			
11/03/2010	SELL 22 SHARES @50.01 PLUS COMM VANGUARD INDEX FDS VALUE	0.00	1,020.20	-907.28
02/06/2013	SELL 17 SHARES @116.92 PLUS COMM ISHARES 20+ YR TR BD ETF	0.00	1,907.59	-1,613.30
02/06/2013	SELL 40 SHARES @51.39 PLUS COMM VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF	0.00	1,975.55	-1,605.95
02/06/2013	SELL 35 SHARES @74.69 PLUS COMM VANGUARD INDEX FDS GROWTH ETF	0.00	2,540.34	-1,414.35
02/06/2013	SELL 65 SHARES @63.01 PLUS COMM VANGUARD INDEX FDS VALUE	0.00	3,991.73	-2,680.60
05/17/2013	SELL 6 SHARES @119.73 PLUS COMM ISHARES IBOXX INV CP ETF	0.00	638.36	-542.52
05/17/2013	SELL 24 SHARES @84.23 PLUS COMM SPDR SERIES TRUST DJ REIT	0.00	1,941.47	-944.64
05/17/2013	SELL 20 SHARES @61.64 PLUS COMM VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF	0.00	1,152.77	-848.00
05/17/2013	SELL 20 SHARES @68.88 PLUS COMM VANGUARD INDEX FDS VALUE	0.00	1,297.56	-824.80
06/04/2013	SELL 10 SHARES @116.56 PLUS COMM ISHARES TIPS BD ETF	0.00	1,085.57	-950.00
06/04/2013	SELL 16 SHARES @57.51 PLUS COMM SPDR SERIES TRUST BRCLYS INTL ETF	0.00	857.63	-741.15
06/04/2013	SELL 25 SHARES @79.10 PLUS COMM SPDR SERIES TRUST DJ REIT	0.00	1,897.46	-984.00
06/04/2013	SELL 30 SHARES @42.42 PLUS COMM VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF	0.00	1,267.57	-740.40
06/04/2013	SELL 23 SHARES @57.87 PLUS COMM VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF	0.00	1,267.17	-975.20
06/04/2013	SELL 19 SHARES @57.87 PLUS COMM VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF	0.00	1,063.32	-741.38
06/04/2013	SELL 16 SHARES @104.76 PLUS COMM VANGUARD INDEX FDS SM CP GRW	0.00	1,596.13	-687.20
07/03/2013	SELL 14 SHARES @102.24 PLUS COMM ISHARES 7 - 10 Y TR BD ETF	0.00	1,351.33	-1,243.62
07/03/2013	SELL 46 SHARES @38.73 PLUS COMM VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF	0.00	1,701.54	-1,135.28
07/03/2013	SELL 25 SHARES @78.52 PLUS COMM VANGUARD INDEX FDS GROWTH ETF	0.00	1,882.96	-1,010.25
07/19/2013	SELL 5 SHARES @102.11 PLUS COMM ISHARES 7 - 10 Y TR BD ETF	0.00	483.87	-444.15
07/19/2013	SELL 10 SHARES @102.11 PLUS COMM ISHARES 7 - 10 Y TR BD ETF	0.00	967.75	-987.84
07/19/2013	SELL 5 SHARES @104.69 PLUS COMM ISHARES MBS ETF	0.00	518.44	-509.50
07/19/2013	SELL 26 SHARES @40.19 PLUS COMM SPDR SERIES TRUST BRC HGH YLD BD	0.00	964.92	-803.66
07/19/2013	SELL 32 SHARES @50.40 PLUS COMM VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF	0.00	1,532.77	-1,284.77
07/19/2013	SELL 7 SHARES @109.19 PLUS COMM VANGUARD INDEX FDS SM CP GRW	0.00	759.31	-300.65
07/19/2013	SELL 8 SHARES @88.23 PLUS COMM VANGUARD INDEX FDS SM CP VAL	0.00	700.82	-341.36
07/19/2013	SELL 4 SHARES @81.86 PLUS COMM VANGUARD INDEX FDS GROWTH ETF	0.00	322.43	-161.64
07/19/2013	SELL 14 SHARES @70.73 PLUS COMM VANGUARD INDEX FDS VALUE	0.00	910.20	-517.16

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
	VANGUARD INDEX FDS VALUE			
	TOTAL PROCEEDS FROM THE SALE OF ASSETS	0.00	37,616.76	-25,940.65
	PROCEEDS FROM THE WITHDRAWAL OF ASSETS			
10/14/2010	REDEEM ADVANTAGE BANK DEPOSIT	0.00	1,854.50	-1,854.50
01/11/2011	REDEEM ADVANTAGE BANK DEPOSIT	0.00	52.47	-52.47
04/21/2011	REDEEM ADVANTAGE BANK DEPOSIT	0.00	96.44	-96.44
07/13/2011	REDEEM ADVANTAGE BANK DEPOSIT	0.00	1,139.00	-1,139.00
07/22/2011	REDEEM ADVANTAGE BANK DEPOSIT	0.00	92.88	-92.88
08/31/2011	REDEEM ADVANTAGE BANK DEPOSIT	0.00	657.00	-657.00
10/14/2011	REDEEM ADVANTAGE BANK DEPOSIT	0.00	138.29	-138.29
10/24/2011	REDEEM ADVANTAGE BANK DEPOSIT	0.00	275.00	-275.00
12/22/2011	REDEEM ADVANTAGE BANK DEPOSIT	0.00	657.00	-657.00
01/10/2012	REDEEM ADVANTAGE BANK DEPOSIT	0.00	146.30	-146.30
04/23/2012	REDEEM ADVANTAGE BANK DEPOSIT	0.00	101.94	-101.94
07/17/2012	REDEEM ADVANTAGE BANK DEPOSIT	0.00	94.21	-94.21
10/09/2012	REDEEM ADVANTAGE BANK DEPOSIT	0.00	32,051.75	-32,051.75
10/11/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	179.47	-179.47
10/22/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	193.63	-193.63
10/25/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	275.00	-275.00
11/08/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	1,777.99	-1,777.99
11/14/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	9,319.50	-9,319.50
11/30/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	1,000.00	-1,000.00
12/03/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	1,803.60	-1,803.60
12/06/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	3,000.00	-3,000.00
12/10/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	1,000.00	-1,000.00
12/12/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	500.00	-500.00
12/26/2012	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	2,832.45	-2,832.45
01/23/2013	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	88.76	-88.76
01/30/2013	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	2,478.98	-2,478.98

For the Account Of: *SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06*
FBO JAKE BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE

Account Number: *21 00 0917 0 03*
Period: *09/20/2010 to 08/16/2013*
Date Prepared: *08/26/2013 12:43 PM*

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
01/31/2013	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	3,000.00	-3,000.00
02/01/2013	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	3,000.00	-3,000.00
02/11/2013	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	81.00	-81.00
02/27/2013	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	100.24	-100.24
02/28/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	1,525.40	-1,525.40
02/28/2013	REDEEM ADVANTAGE PRIMARY LIQ FD	0.00	1,474.60	-1,474.60
03/12/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	2,981.85	-2,981.85
03/13/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	35.00	-35.00
04/05/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	2,937.01	-2,937.01
04/25/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	88.00	-88.00
05/03/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	2,000.00	-2,000.00
05/13/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	25.99	-25.99
05/15/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	477.34	-477.34
05/31/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	1,500.00	-1,500.00
06/28/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	2,614.00	-2,614.00
07/01/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	4,886.17	-4,886.17
07/16/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	3,989.03	-3,989.03
07/22/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	4,233.00	-4,233.00
07/24/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	57.25	-57.25
08/07/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	1,000.00	-1,000.00
08/13/2013	REDEEM ADVANTAGE BANK DEPOSIT	0.00	2,099.00	-2,099.00
	TOTAL PROCEEDS FROM THE WITHDRAWAL OF ASSETS	0.00	99,911.03	-99,911.03
	DISBURSEMENTS TO OR FOR BENEFICIARIES			
10/14/2010	CBIZ MHM LLC (BOCA GL) PAYMENT OF ACCOUNTING THROUGH 7/31/10 CLIENT #4002237, INVOICE #80455 LESS OPTIONAL AUDIT PLAN COVERAGE	0.00	-1,854.50	0.00
11/03/2010	TESCHER & SPALLINA PA ONE TENTH SHARE OF LEGAL SERVICES PER INV DTD 9/13/10 FOR SVCS RENDERED 7/1/10 - 8/31/10. INCLUDES A PAST DUE BALANCE	0.00	-669.21	0.00
11/14/2012	ST ANDREWS SCHOOL BALANCE OF 2012/2013 SCHOOL TUITION JACOB BERNSTEIN CHECK NUMBER 23618	0.00	-9,319.50	0.00

For the Account Of: *SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06*
FBO JAKE BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE

Account Number: *21 00 0917 0 03*
Period: *09/20/2010 to 08/16/2013*
Date Prepared: *08/26/2013 12:43 PM*

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
12/27/2012	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-3,000.00	0.00
01/30/2013	PETER WOHLGEMUTH DMD PA DISCRETIONARY DISTRIBUTION FOR DENTAL SERVICES FOR JACOB BERNSTEIN PER INVOICE DTD 1/24/13	0.00	-630.00	0.00
01/30/2013	FISERV REIMBURSEMENT OF OVERPAYMENT BY BILL PAY SERVICE CHECK NUMBER 23974	0.00	-830.99	0.00
01/30/2013	ST ANDREWS SCHOOL 8TH GRADE CLASS TRIP AND BOOKSTORE CHARGES FOR JACOB BERNSTEIN CHECK NUMBER 23977	0.00	-1,017.99	0.00
01/30/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-3,000.00	0.00
01/31/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-3,000.00	0.00
02/11/2013	ST ANDREWS SCHOOL BOOKSTORE CHARGES FOR JACOB BERNSTEIN INVOICE DTD 2/8/13 CHECK NUMBER 24050	0.00	-81.00	0.00
02/27/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-3,000.00	0.00
03/08/2013	REVERSE PAYMENT TO PETER WOHLGEMUTH DMD PA ON 1/30/13 - CHECK # 23973 REPORTED LOST AND PAYMENT STOPPED	0.00	630.00	0.00
03/08/2013	PETER WOHLGEMUTH DMD PA REPLACEMENT FOR CK # 23973 DTD 1/30/13 REPORTED LOST - PMT FOR DENTAL SVCS FOR JACOB BERNSTEIN PER INVOICE DTD 1/24/13	0.00	-630.00	0.00
03/11/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-3,000.00	0.00
03/13/2013	ST ANDREWS SCHOOL BOOKSTORE CHARGES FOR JACOB BERNSTEIN INVOICE DATED 3/6/13 CHECK NUMBER 24191	0.00	-35.00	0.00
04/04/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-3,000.00	0.00
05/03/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-2,000.00	0.00
05/13/2013	ST ANDREWS SCHOOL BOOKSTORE CHARGES FOR JACOB BERNSTEIN INVOICE DATED 5/6/13 CHECK NUMBER 24769	-25.99	0.00	0.00
05/17/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY	0.00	-4,000.00	0.00

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
	TO COVER HOUSEHOLD EXPENSES			
05/30/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-1,500.00	0.00
06/04/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-1,500.00	0.00
06/28/2013	ST ANDREWS SCHOOL PAYMENT ON ACCOUNT 2013/2014 SCHOOL TUITION JACOB BERNSTEIN	0.00	-2,614.00	0.00
06/28/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-5,000.00	0.00
07/15/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-4,000.00	0.00
07/22/2013	ST ANDREWS SCHOOL PAYMENT ON ACCOUNT 2013/2014 SCHOOL TUITION JACOB BERNSTEIN	0.00	-4,233.00	0.00
08/06/2013	BERNSTEIN FAMILY REALTY ACCOUNT # 0919 TRANSFER TO BERNSTEIN FAMILY REALTY TO COVER HOUSEHOLD EXPENSES	0.00	-1,000.00	0.00
08/13/2013	ST ANDREWS SCHOOL PAYMENT ON ACCOUNT 2013/2014 SCHOOL TUITION JACOB BERNSTEIN	0.00	-2,099.00	0.00
	TOTAL DISBURSEMENTS TO OR FOR BENEFICIARIES	-26.99	-60,384.19	0.00
	FIDUCIARY FEES			
10/12/2010	TRUST DEPARTMENT FEE FOR QUARTER ENDED 09/30/10	0.00	-19.23	0.00
01/10/2011	TRUST DEPARTMENT FEE FOR QUARTER ENDED 12/31/10	0.00	-110.18	0.00
04/20/2011	TRUST DEPARTMENT FEE FOR QUARTER ENDED 03/31/11	0.00	-189.37	0.00
07/21/2011	TRUST DEPARTMENT FEE FOR QUARTER ENDED 06/30/11	0.00	-190.50	0.00
10/13/2011	TRUST DEPARTMENT FEE FOR QUARTER ENDED 09/30/11	0.00	-172.90	0.00
01/09/2012	TRUST DEPARTMENT FEE FOR QUARTER ENDED 12/31/11	0.00	-183.66	0.00
04/20/2012	TRUST DEPARTMENT FEE FOR QUARTER ENDED 03/31/12	0.00	-191.82	0.00
07/16/2012	TRUST DEPARTMENT FEE FOR QUARTER ENDED 06/30/12	0.00	-189.69	0.00
10/19/2012	TRUST DEPARTMENT FEE FOR QUARTER ENDED 09/30/12	0.00	-193.63	0.00
01/22/2013	TRUST DEPARTMENT FEE FOR QUARTER ENDED 12/31/12	0.00	-141.59	0.00
04/24/2013	TRUST DEPARTMENT FEE FOR QUARTER ENDED 03/31/13	0.00	-109.14	0.00
07/23/2013	TRUST DEPARTMENT FEE FOR QUARTER ENDED 06/30/13	0.00	-57.25	0.00
	TOTAL FIDUCIARY FEES	0.00	-1,748.96	0.00
	OTHER EXPENSES			
10/10/2012	OPPENHEIMER & CO MGMT FEE 10/8 - 12/31/12	0.00	-179.47	0.00
10/15/2012	CXL OPPENHEIMER & CO MGMT FEE 10/8 - 12/31/12	0.00	179.47	0.00
	TOTAL OTHER EXPENSES	0.00	0.00	0.00

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
	DISBURSEMENTS TO/FOR BENEFICIARIES-ACH			
11/30/2012	BERNSTEIN FAMILY REALTY LLC DISCRETIONARY DISTRIBUTION TO COVER HOUSEHOLD EXPENSES ACH PAYMENT TO LEGACY BANK	-1,000.00	0.00	0.00
	TOTAL DISBURSEMENTS TO/FOR BENEFICIARIES-ACH	-1,000.00	0.00	0.00
	REAL ESTATE EXPENSES			
12/12/2012	MR ELECTRIC ONE-THIRD DOWNPAYMENT FOR ELECTRICAL WORK PER ESTIMATE DATED 12/5/12 CHECK NUMBER 23667	0.00	-500.00	0.00
	TOTAL REAL ESTATE EXPENSES	0.00	-500.00	0.00
	REAL ESTATE TAXES - OWNED BY TRUST			
12/03/2012	TAX COLLECTOR, PALM BEACH COUNTY ONE THIRD SHARE OF REAL ESTATE TAXES PROP CONTROL #06-42-47-10-02-007-0680 BOCA MADERA UNIT 2 LT 68 BLK G	0.00	-1,803.60	0.00
	TOTAL REAL ESTATE TAXES - OWNED BY TRUST	0.00	-1,803.60	0.00
	FEDERAL FIDUCIARY ESTIMATED TAX PYMTS			
07/13/2011	UNITED STATES TREASURY 2011 FEDERAL ESTIMATED FIDUCIARY TAX VOUCHER 2 CHECK NUMBER 20332	0.00	-1,139.00	0.00
08/31/2011	UNITED STATES TREASURY 2011 FEDERAL FIDUCIARY ESTIMATED TAX VOUCHER 3 CHECK NUMBER 20581	0.00	-657.00	0.00
12/22/2011	UNITED STATES TREASURY 2011 FEDERAL FIDUCIARY ESTIMATED TAX VOUCHER 4 CHECK NUMBER 21380	0.00	-657.00	0.00
	TOTAL FEDERAL FIDUCIARY ESTIMATED TAX PYMTS	0.00	-2,453.00	0.00
	FEDERAL FIDUCIARY TAX			
05/15/2013	UNITED STATES TREASURY BALANCE DUE 2011 FEDERAL FIDUCIARY TAX FROM AMENDED RETURN CHECK NUMBER 24790	0.00	-477.34	0.00
	TOTAL FEDERAL FIDUCIARY TAX	0.00	-477.34	0.00
	FIDUCIARY TAX PREPARATION FEE			
10/21/2011	2010 FIDUCIARY TAX PREPARATION FEE	0.00	-275.00	0.00
10/24/2012	2011 FIDUCIARY TAX PREPARATION FEE	0.00	-275.00	0.00
02/26/2013	2011 TAX PREPARATION FEE FOR AMENDED RETURN	0.00	-122.00	0.00
	TOTAL FIDUCIARY TAX PREPARATION FEE	0.00	-672.00	0.00
	DISBURSEMENTS TO/FOR BENEFICIARIES-ACH			
11/08/2012	BERNSTEIN FAMILY REALTY LLC DISCRETIONARY DISTRIBUTION FOR JACOB BERNSTEIN FOR REAL ESTATE EXPENSES ACH PAYMENT TO LEGACY BANK	0.00	-1,777.99	0.00
12/06/2012	CANDICE BERNSTEIN DISC DIST TO REIMBURSE FAMILY ACCT ONE- THIRD FOR MONTHLY EXPENSES FOR SEPT OCT	0.00	-3,000.00	0.00

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
	THIRD FOR MONTHLY EXPENSES FOR SEPT OCT			
12/10/2012	CANDICE BERNSTEIN DISC DIST TO REIMBURSE FAMILY ACCT ONE-THIRD FOR MONTHLY EXPENSES FOR DEC 2012. ACH PAYMENT TO US BANK.	0.00	-1,000.00	0.00
	TOTAL DISBURSEMENTS TO/FOR BENEFICIARIES-ACH	0.00	-5,777.99	0.00
	PURCHASES OF ASSETS			
09/21/2010	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-2,165.58	2,165.58
09/30/2010	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-23.55	23.55
10/18/2010	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.14	0.14
10/29/2010	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-80.88	80.88
11/04/2010	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-350.99	350.99
11/16/2010	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.01	0.01
11/30/2010	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-32.83	32.83
12/16/2010	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.01	0.01
12/30/2010	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-528.56	528.56
12/31/2010	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-25.84	25.84
01/04/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-2,834.88	2,834.88
01/18/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.03	0.03
01/21/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-27,383.61	27,383.61
02/16/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.34	0.34
02/28/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-33.60	33.60
03/16/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.36	0.36
03/31/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-53.30	53.30
04/18/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.43	0.43
05/16/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.36	0.36
05/31/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-38.90	38.90
06/16/2011	PURCHASE	0.00	-0.40	0.40

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
	ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT			
06/30/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-69.46	69.46
07/18/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.41	0.41
08/16/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-1.21	1.21
08/31/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-40.85	40.85
09/16/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.20	0.20
09/30/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-119.25	119.25
10/17/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.13	0.13
10/25/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-2,482.00	2,482.00
11/16/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.13	0.13
11/30/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-36.48	36.48
12/16/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.13	0.13
12/29/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-406.19	406.19
12/30/2011	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.06	0.06
12/30/2011	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-29.93	29.93
01/03/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-107.47	107.47
01/17/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.08	0.08
02/16/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.13	0.13
02/29/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-28.63	28.63
03/16/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.13	0.13
03/30/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-50.22	50.22
04/16/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.13	0.13
05/16/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.13	0.13

For the Account Of: *SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06*
FBO JAKE BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE

Account Number: *21 00 0917 0 03*
Period: *09/20/2010 to 08/16/2013*
Date Prepared: *08/26/2013 12:43 PM*

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
05/31/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-30.24	30.24
06/18/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.14	0.14
06/29/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-60.87	60.87
07/16/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.12	0.12
08/16/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.13	0.13
08/31/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-24.65	24.65
09/17/2012	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.14	0.14
09/28/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-22.56	22.56
10/01/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-269.98	269.98
10/10/2012	PURCHASE ADVANTAGE PRIMARY LIQ FD	0.00	-32,104.07	32,104.07
10/16/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-179.47	179.47
10/19/2012	PURCHASE ADVANTAGE PRIMARY LIQ FD DIVIDEND REINVESTMENT	0.00	-0.17	0.17
11/16/2012	PURCHASE ADVANTAGE PRIMARY LIQ FD DIVIDEND REINVESTMENT	0.00	-0.49	0.49
11/30/2012	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-26.33	26.33
12/21/2012	PURCHASE ADVANTAGE PRIMARY LIQ FD DIVIDEND REINVESTMENT	0.00	-0.33	0.33
12/31/2012	PURCHASE ADVANTAGE PRIMARY LIQ FD DIVIDEND REINVESTMENT	0.00	-0.07	0.07
01/02/2013	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-159.66	159.66
01/18/2013	PURCHASE ADVANTAGE PRIMARY LIQ FD DIVIDEND REINVESTMENT	0.00	-0.04	0.04
02/07/2013	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-10,415.21	10,415.21
02/19/2013	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.02	0.02
02/22/2013	PURCHASE ADVANTAGE PRIMARY LIQ FD DIVIDEND REINVESTMENT	0.00	-0.04	0.04
03/18/2013	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.03	0.03
03/28/2013	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-20.93	20.93

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
04/16/2013	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.02	0.02
05/16/2013	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.01	0.01
05/20/2013	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-1,049.32	1,049.32
06/05/2013	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-7,554.85	7,554.85
06/17/2013	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.02	0.02
06/28/2013	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-12.77	12.77
07/05/2013	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-4,935.83	4,935.83
07/16/2013	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.02	0.02
07/22/2013	PURCHASE ADVANTAGE BANK DEPOSIT	0.00	-7,160.51	7,160.51
08/16/2013	PURCHASE ADVANTAGE BANK DEPOSIT DIVIDEND REINVESTMENT	0.00	-0.01	0.01
	TOTAL PURCHASES OF ASSETS	0.00	-100,977.00	100,977.00
	SECURITIES DEPOSITED TO THE ACCOUNT			
09/20/2010	RECD 49 SHARES SPDR SERIES TRUST DJ REIT FROM STANFORD TRUST COMPANY	0.00	0.00	1,928.64
09/20/2010	RECD 76 SHARES VANGUARD INTL EQUITY INDEX FD FTSE EMR MKT ETF FROM STANFORD TRUST COMPANY	0.00	0.00	1,875.68
09/20/2010	RECD 105 SHARES VANGUARD INTL EQUITY INDEX FD FTSE EUROPE ETF FROM STANFORD TRUST COMPANY	0.00	0.00	4,215.63
09/20/2010	RECD 73 SHARES VANGUARD INDEX FDS GROWTH ETF FROM STANFORD TRUST COMPANY	0.00	0.00	2,949.93
09/20/2010	RECD 13 SHARES VANGUARD INDEX FDS GROWTH ETF FROM STANFORD TRUST COMPANY	0.00	0.00	482.30
09/20/2010	RECD 43 SHARES VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF FROM STANFORD TRUST COMPANY	0.00	0.00	1,823.20
09/20/2010	RECD 19 SHARES VANGUARD INTL EQUITY INDEX FD MEGA CAP GR ETF FROM STANFORD TRUST COMPANY	0.00	0.00	741.38
09/20/2010	RECD 23 SHARES VANGUARD INDEX FDS SM CP GRW FROM STANFORD TRUST COMPANY	0.00	0.00	987.85
09/20/2010	RECD 10 SHARES VANGUARD INDEX FDS SM CP GRW FROM STANFORD TRUST COMPANY	0.00	0.00	383.90
09/20/2010	RECD 17 SHARES VANGUARD INDEX FDS SM CP VAL FROM STANFORD TRUST COMPANY	0.00	0.00	725.30

Statement of Transactions

Date	Description	Income Cash	Principal Cash	Investment Cost Basis
09/20/2010	RECD 107 SHARES VANGUARD INDEX FDS VALUE FROM STANFORD TRUST COMPANY	0.00	0.00	4,412.68
09/20/2010	RECD 40 SHARES VANGUARD INDEX FDS VALUE FROM STANFORD TRUST COMPANY	0.00	0.00	1,477.60
09/20/2010	RECD 20 SHARES ISHARES MBS ETF FROM STANFORD TRUST COMPANY	0.00	0.00	2,038.00
09/20/2010	RECD 10 SHARES ISHARES TIPS BD ETF FROM STANFORD TRUST COMPANY	0.00	0.00	950.00
09/20/2010	RECD 17 SHARES ISHARES 20+ YR TR BD ETF FROM STANFORD TRUST COMPANY	0.00	0.00	1,613.30
09/20/2010	RECD 19 SHARES ISHARES 7 - 10 Y TR BD ETF FROM STANFORD TRUST COMPANY	0.00	0.00	1,687.77
09/20/2010	RECD 26 SHARES ISHARES 7 - 10 Y TR BD ETF FROM STANFORD TRUST COMPANY	0.00	0.00	2,568.38
09/20/2010	RECD 6 SHARES ISHARES IBOXX INV CP ETF FROM STANFORD TRUST COMPANY	0.00	0.00	542.52
09/20/2010	RECD 15 SHARES SPDR SERIES TRUST BRCLYS INTL ETF FROM STANFORD TRUST COMPANY	0.00	0.00	741.15
09/20/2010	RECD 26 SHARES SPDR SERIES TRUST BRC HGH YLD BD FROM STANFORD TRUST COMPANY	0.00	0.00	803.66
11/19/2010	RECD 0.3333 BERNSTEIN FAMILY REALTY LLC FROM STANFORD TRUST	0.00	0.00	33.33
	TOTAL SECURITIES DEPOSITED TO THE ACCOUNT	0.00	0.00	32,982.29

Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Wednesday, August 28, 2013 11:06 AM
To: Robert Spallina; 'tbernstein@lifeinsuranceconcepts.com'
Subject: RE: Bernstein Family Realty, LLC

Either option is acceptable. Just hand write where you want the funds to go in the letter of authorization.

Thank you!

Janet Craig
973-245-4635

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, August 28, 2013 11:01 AM
To: Craig, Janet; tbernstein@lifeinsuranceconcepts.com
Subject: RE: Bernstein Family Realty, LLC

Ted – I will see if the original acct is still open if not you will need to open a new account or have Janet distribute the money to the members which would be the three boy's trusts. Probably easiest to do that. Janet any objections?

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, August 28, 2013 10:59 AM
To: Robert Spallina; 'tbernstein@lifeinsuranceconcepts.com'
Subject: RE: Bernstein Family Realty, LLC

Robert - It's in the asset detail attached to my email, but the value is $1,974.76.

I tried to keep a minimum amount in the Custody account to cover the boys' schooling as long as possible.

Janet Craig
973-245-4635

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Wednesday, August 28, 2013 10:56 AM
To: Craig, Janet; tbernstein@lifeinsuranceconcepts.com
Subject: RE: Bernstein Family Realty, LLC

Janet – how much is in the account?

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Wednesday, August 28, 2013 10:52 AM
To: 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'
Cc: Robert Spallina
Subject: Bernstein Family Realty, LLC

Good Morning Ted,

Thank you for taking on the role of Managing Member of Bernstein Family Realty.

In order to close this account off our books, we will need you to sign and return the attached letter of authorization. Please include the transfer instructions for the funds in the body of the letter.

For your records, I have also attached an Asset Detail showing the current value of the account and a list of transactions since inception. During our short term as Managing Member we funded this account equally from Daniel, Jacob and Joshua's Trusts and paid family bills from this account.

If you have any questions, please feel free to contact me directly by phone or email.

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

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Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Monday, August 26, 2013 12:06 PM
To: Robert Spallina
Subject: RE: Bernstein Family Realty
Attachments: Bernstein Fam Realty Successor Manager 8-26-13.pdf

Robert,

Attached please find the paperwork to name Ted the Successor Manager. I'm hoping to complete the accountings and releases for the three trusts today and email them to Eliot and Candice. I will copy you on the email.

Please have Ted execute a copy of the above before a Notary and mail the original back to me. My original and his will be acceptable as a completed document.

Thank you for your assistance.

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

Ted accepts manager role and Janet begins transferring him our private info

---

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, August 22, 2013 10:41 AM
To: Craig, Janet
Subject: RE: Bernstein Family Realty

Janet – I spoke to Ted Bernstein and he is willing to serve as successor manager of the Bernstein Family Realty which is what his father would have wanted anyway. Please draw up the paperwork and I will send to him for execution. Thank you and sorry for the delay.

From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Tuesday, August 13, 2013 10:29 AM
To: Robert Spallina
Subject: RE: Bernstein Family Realty

Just give me a call when you are free. I'll make the time when you call.

Janet Craig
973-245-4635

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, August 13, 2013 10:16 AM
To: Craig, Janet
Subject: Re: Bernstein Family Realty

I am out today with no access to my calendar but either day should be fine. Give me times and I will confirm.

Sent from my iPhone

On Aug 13, 2013, at 10:05 AM, "Craig, Janet" <Janet.Craig@opco.com> wrote:

> I'm out of the office on Wednesday, but will be in Thursday and Friday. What's good for you?
>
> Janet Craig
> 973-245-4635
>
> ---
>
> **From:** Robert Spallina [mailto:rspallina@tescherspallina.com]
> **Sent:** Monday, August 12, 2013 3:24 PM
> **To:** Craig, Janet
> **Subject:** RE: Bernstein Family Realty
>
> Janet – I am out today and tomorrow but back in on Wed. Are you available that day?
>
> ---
>
> **From:** Craig, Janet [mailto:Janet.Craig@opco.com]
> **Sent:** Monday, August 12, 2013 10:27 AM
> **To:** Robert Spallina
> **Subject:** RE: Bernstein Family Realty
>
> Hi Robert - I apologize. We have been very busy.
>
> I am in the office until 3pm today. What time is best for you?
>
> Janet Craig, CTFA
> Senior Vice President & Compliance Officer
> Oppenheimer Trust Company
> 18 Columbia Turnpike
> Florham Park, NJ 07932
> Tel: 973-245-4635
> Fax: 973-245-4699
> Email: Janet.Craig@opco.com
>
> ---
>
> **From:** Robert Spallina [mailto:rspallina@tescherspallina.com]
> **Sent:** Thursday, August 08, 2013 4:47 PM
> **To:** Craig, Janet
> **Subject:** RE: Bernstein Family Realty
>
> Janet – I have not heard back from you and would like to speak to you regarding the below. Thank you
>
> ---
>
> **From:** Craig, Janet [mailto:Janet.Craig@opco.com]
> **Sent:** Tuesday, July 16, 2013 1:56 PM
> **To:** Robert Spallina; 'Eliot Ivan Bernstein (iviewit@gmail.com)'; 'Candice Bernstein (tourcandy@gmail.com)'
> **Cc:** Worth, Hunt; Sigalos, Janet; Vereb, Patricia
> **Subject:** Bernstein Family Realty
>
> Robert, Eliot and Candice,

As you are aware, during his lifetime, Simon Bernstein paid the household expenses for Eliot and Candace. Upon his death those funds were frozen and the only funds available to pay the household expenses were the education trusts that Simon set up for Daniel, Jacob and Joshua.

We are now at a point where the education trusts have insufficient assets to pay the 2013/2014 tuition for the three boys and will soon be depleted to the point where the household expenses cannot be paid. The market values of the four accounts are listed below.

Please let me know as soon as possible if the Estate of Simon Bernstein intends to reimburse the education trusts for the household expenses paid to date. If this is not possible, for any reason, Oppenheimer Trust Company will have no recourse but to Resign as Trustee in favor of Eliot and Candice Bernstein and to name them as the Successor Manager of Bernstein Family Realty. At that point we will present an Accounting for all the trusts, request a Release and Receipt for our period of administration and transfer all funds to the management of the Successor Trustee and Manager and terminate the trusts.

Please note I will be out of the office from July 20th through July 29th. I will be addressing this matter upon my return.

S. Bernstein Trust fbo Daniel	$19,465.15
S. Bernstein Trust fbo Jacob	$19,267.41
S. Bernstein Trust fbo Joshua	$ 9,268.52
Bernstein Family Realty	$12,311.94
Total	$60,313.02

Thank you for your prompt attention to this matter.

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

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Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, August 23, 2013 12:26 PM
To: Robert Spallina
Subject: FW: Stanford International Bank Limited - In Liquidation (Primary Express Acct. 309513)
Attachments: EA 309513.pdf

Robert > call me when you have a chance to discuss this, nothing urgent, and I will update you on the status of this payment. When they do pay, it will be a percentage of the number on the attached document.

Ted

-----Original Message-----
From: Cicely.Samuel@uk.gt.com [mailto:Cicely.Samuel@uk.gt.com] On Behalf Of stanford.claims@uk.gt.com
Sent: Friday, August 23, 2013 9:54 AM
To: Ted Bernstein
Subject: Stanford International Bank Limited - In Liquidation (Primary Express Acct. 309513)

Dear Sir/Madam,

Please see attached letter in relation to the above matter. The amount stated in the letter represents the claim amount that has been allowed, if you are dissatisfied with the amount of your claim that has been allowed, you must file an application within 21 days of receiving this email.
If you have any questions or concerns with regards to your claim, please send email to Stanford.claims@uk.gt.com

Regards,
http://www.grant-thornton.co.uk <http://www.grant-thornton.co.uk/>

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Grant Thornton

By Email Only: simon@lifeinsuranceconcepts.com

Stanford International Bank Ltd - in Liquidation
No 11 Pavillion Drive
PO Box 3300
St John's
Antigua
West Indies

www.sibliquidation.com
stanford.claims.support@uk.gt.com

T +1 268 480 3700
F +1 268 480 3725

25 June 2013

Dear Sir / Madam:

Stanford International Bank Limited - in Liquidation ("the Company")
Re: Claim submitted in Stanford Financial Receivership

Primary Express Account 309513
Payee name(s): BERNSTEIN FAMILY INVESTMENTS LLLP

Following approval of the Settlement Agreement and Cross-Border Protocol ("the Agreement") and subsequent exchange of information between the US appointed Receiver ("the Receiver") and Joint Liquidators in Antigua ("the JLs"), the claim made by you in the Stanford Financial Receivership has been included in the Antiguan claims process.

Should you be unwilling to submit yourself to the jurisdiction of the Antiguan Court in relation to the submission, evaluation, and payment of this claim please notify us in writing at standford.claims.support@uk.gt.com in order to be excluded from the JLs' claims process.

The claim made by you against the Company has been allowed in the amount of **US$ 1,062,734.50** in the Antiguan estate. Please see attached transaction report showing how your claim was calculated. Please note that the Joint Liquidators reserve the right to withhold distributions and/or modify this claim subject to any preference claims that may be pursued against creditors/victims.

In the event that you are dissatisfied with the amount of your claim that has been allowed, you may apply to the court for the decision to be reversed or varied. The application must be made within 21 days of receiving this notice under Rule 4.83(1) of the 1986 UK Insolvency Rules[1].

Please note that the JLs are processing claims at a Primary Express Account level, you may therefore receive one or more letters of notification in order to incorporate all CDs. All future communication regarding this claim should include the Primary Express Account Number. This will serve as your claim number.

Yours sincerely
For and on behalf of Stanford International Bank Limited

Marcus Wide and Hugh Dickson
Joint Liquidators

1. Further assistance with the formalities of the claims process, including appealing any decision of the Joint Liquidators with regard to your claim can be found in the 1986 UK Insolvency Rules which apply where the Antigua and Barbuda International Business Corporations Act is silent on any aspect of the claims process. Any and all claims filed with Stanford International Bank Limited in Antigua will be governed by the law applicable in and subject to the authority of the Antiguan court overseeing the liquidation. Anyone who files a claim that is disallowed by the Joint Liquidators will be advised of their right of appeal to the Court for a judicial determination of their claim.

Transaction Detail for Primary E/A 309513

Account No: 310229

Date		Deposits	Payments
08-Jul-2008		278,588.22	0.00
	Sum	**278,588.22**	***0.00***
	Net In USD		**278,588.22**
			1.0000
	Converted to USD		**278,588.22**

Summary for 'Account No' = 310229 (1 transaction)

Account No: 310230

Date		Deposits	Payments
08-Jul-2008		784,146.28	0.00
	Sum	**784,146.28**	***0.00***
	Net In USD		**784,146.28**
			1.0000
	Converted to USD		**784,146.28**

Summary for 'Account No' = 310230 (1 transaction)

Summary for Primary EA' = 309513 (2 transactions)

Overall Net in USD: **1,062,734.50**

6/3/13

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

Dear Ted,

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

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

At that time, you told me that all financial matters are now handled by the attorneys for the Shirley and Simon Bernstein estates. Do I forward the Mortgage Note Renewal to you AND, then, you'll send it on to the estate Representative? I'll presume that this is the case.

This is the next-to-last Renewal statement that we'll be sending. Next year, if not sooner, we'd like to have the BALLOON payment plus any accrued interest paid in full. Do you feel that Elliott and Candy will be able to obtain a mortgage if necessary? As originally it's stated intention to utilize his and your Mother's PERSONAL ANNUAL EXCLUSION payments to Candy, ELLIOTT and their three Children over two years to provide the $ 110,000 to Retire the Mortgage BALANCE.

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

Best Wishes,
Walt
Pat
Pats@embarqmail.com
(Cell) 561-373-1126
(H) 352-251-2632

6/3/13

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

RE: Second Anniversary of Mortgage and Promissory Note Amendment on Residence at 2753 N.W. 34th St., Boca Raton, FL Effective June 19, 2011.

Dear Sir:

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

1.) ☐ Pay the Loan Balance of $110,000 + (1) one year's interest ($110,000 X .035% = $3850 = $113,850;

2.) ☐ Pay the interest due for this renewal year only ($110,000 X .035) = $3850;

3.) ☐ Pay NO (ZERO) interest on principal this year and allow the interest to accrue and compound until the final balloon payment is due: June 19, 2014.

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

Thank you,

X _____ Mortgagee
Walter E. Sahm, Jr

X _____ Mortgagee
Patricia A. Sahm

X _____ Representative

_____ Print Name
Bernstein Family Realty, LLC

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Monday, August 05, 2013 3:07 PM
To: Donald Tescher; Robert Spallina
Subject: note from walt sahm
Attachments: Sahm correspondence Re Eliot home_2013080513493400.pdf; Sahm correspondence Re Eliot home.pdf

I believe that you have the original of this letter from Walt but just in case, I have attached our scanned copy. He called me late last week and asked if I can help him with his mortgage on Eliot's house or if he should have his attorney contact you guys. It is my understanding that his counsel knows you (can't remember who it is).

I told Walt that he should have his attorney contact you directly and I explained that I am not the right party to speak with about that property.

Ted

Life
Life Insurance Concepts, Inc.

561.988.8984
866.395.8984
Tbernstein@lifeInsuranceConcepts.com
www.LifeInsuranceConcepts.com

www.InstallmentLifeInsurance.com

The Chicago Sun-Times says: "Installment payout life insurance lets you do one of two things: Save money on your insurance policy or buy much more life insurance for the same amount of premium dollars that you pay on a traditional life policy." For more, visit my blog at: http://installmentlifeinsurance.com/our-concepts/blog/ > The Installment Life Option is one of the most important financial decisions you will ever make for your family.

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.

HUD-1

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

B. Type of Loan			6. File Number	7. Loan Number	8. Mortg. Ins. Case Num.
○ 1. FHA	○ 2. RHS	● 3. Conv. Unins.	U13-412	ID:	
○ 4. V.A.	○ 5. Conv. Ins.				

C. **NOTE:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: G. Wesley Voorheis
Address of Borrower:

E. NAME OF SELLER: Ted Bernstein as Successor Trustee of the Shirley Bernstein Trust Agreement dated May 20, 2008
Address of Seller: 7020 Lions Head Lane, Boca Raton, Florida 33496

F. NAME OF LENDER: BMO Harris Bank N.A.
Address of Lender: 3800 Golf Rd., Ste. 300, Rolling Meadows, Illinois 60008

G. PROPERTY LOCATION: 2494 S. Ocean Boulevard, #C-5, Boca Raton, Florida 33432

H. SETTLEMENT AGENT: All Regency Title Company d/b/a US Title of Florida
Address: 3010 North Military Trail, Suite 210, Boca Raton, Florida 33431 Phone: 561-988-0088
Place of Settlement: 3010 North Military Trail, Suite 210, Boca Raton, Florida 33431

I. SETTLEMENT DATE: 4/18/13 **DISBURSEMENT DATE:** 4/18/13

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	1,600,000.00	401. Contract sales price	1,600,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	6,943.20	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110. Non advalorem tax from 04/18/13 to 09/30/13	80.33	410. Non advalorem tax from 04/18/13 to 09/30/13	80.33
111.		411.	
112.		412.	
120. Gross amount due from borrower:	1,607,023.53	**420. Gross amount due to seller:**	1,600,080.33
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money	100,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	1,000,000.00	502. Settlement charges to seller (line 1400)	185,573.45
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208. Principal amt of mortgage held by seller		508. Principal amt of mortgage held by seller	
209.		509.	
209a.		509a.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/13 to 04/18/13	6,654.31	511. County taxes from 01/01/13 to 04/18/13	6,654.31
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	1,106,654.31	**520. Total reductions in amount due seller:**	193,227.78
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	1,607,023.53	601. Gross amount due to seller (line 420)	1,600,080.33
302. Less amount paid by/for the borrower (line 220)	(1,106,654.31)	602. Less total reductions in amount due seller (line 520)	(193,227.78)
303. Cash (☑ From ☐ To) Borrower:	500,369.22	603. Cash (☑ To ☐ From) Seller:	1,406,852.57

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

DoubleTime®

L. Settlement Charges			Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Real Estate Broker Fees $88,000.00				
Division of commission (line 700) as follows:				
701. $ 48,000.00	to Premier Estate Properties			
702. $ 40,000.00	to Nestler Poletto Sotheby's			
703. Commission paid at settlement				88,000.00
704.				
705. Transaction fees	to Nestler Poletto Sotheby's			495.00
800. Items Payable in Connection with Loan				
801. Our origination charge		(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen		(from GFE #2)		
803. Your adjusted origination charges	to	(from GFE A)		
804. Appraisal fee	to	(from GFE #3)		
805. Credit report	to	(from GFE #3)		
806. Tax service	to	(from GFE #3)		
807. Flood certification	to	(from GFE #3)		
808.	to			
809.	to			
810.	to			
811.	to			
812.	to			
813.	to			
900. Items Required by Lender to Be Paid in Advance				
901. Daily interest charges from	to @	/day (from GFE #10)		
902. Mortgage insurance premium for	months to	(from GFE #3)		
903. Homeowner's insurance premium	years to	(from GFE #11)		
904. Flood insurance premium for	years to			
905.	years to			
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account		(from GFE #9)		
1002. Homeowner's insurance	months @	per month		
1003. Mortgage insurance	months @	per month		
1004. Property taxes	months @	per month		
1005. Flood insurance	months @	per month		
1006.	months @	per month		
1007.	months @	per month		
1008.	months @	per month		
1009. Aggregate accounting adjustment				
1100. Title Charges				
1101. Title services and lender's title insurance		(from GFE #4)	1,235.00	
1102. Settlement or closing fee	to All Regency Title Company d/ $500.00			250.00
1103. Owner's title insurance	to Old Republic National Title Insurance Compan	(from GFE #5)		6,575.00
OF6-6575.00				
1104. Lender's title insurance	to Old Republic National Title Insurance Company/All $735.00			
MF6-25.00;4.1-25;8.1-25;F9.3-680.00				
1105. Lender's title policy limit $1,000,000.00				
1106. Owner's title policy limit $1,600,000.00				
1107. Agent's portion of the total title insurance premium $5,042.00		to All Regency Title Company d/b/a US Title of		
1108. Underwriter's portion of the total title insurance premium $2,268.00		to Old Republic National Title Insurance Comp		
1109. Abstract or title search	to Attorneys Title Fund Services			125.00
1110.	to			
1111.	to			
1112.	to			
1113.	to			
1200. Government Recording and Transfer Charges				
1201. Government recording charges		(from GFE #7)	208.20	
1202. Deed $27.60	Mortgage(s) $180.60	Releases $0.00	$208.20	
1203. Transfer taxes		(from GFE #8)	5,500.00	
1204. City/County tax/stamps	Deed $0.00	Mortgage(s) $2,000.00		
1205. State tax/stamps	Deed $11,200.00	Mortgage(s) $3,500.00		11,200.00
1206. Record 2 affidavits	to Clerk of Court Palm Beach County			21.20
1207.				
1208.				
1300. Additional Settlement Charges				
1301. Required services that you can shop for		(from GFE #6)		
1302. Estoppel letter	to CSI Management Services			150.00
1303. Couriers/copies/mail/wire/scanr	to SoFla/Fedex/GSG/Fort Dox			85.00
1304. Municipal lien search	to City Lien Search			425.00
1305. Condo maintenance to 7/1/13	to Aragon Condominium Associal			35,482.18
1306. Payoff special assessment	to Aragon Condominium Associal			16,081.13
1307. 2010 property taxes	to Palm Beach County Tax Collec			27,703.94
1308.	to			
1309.				
1400. Total Settlement Charges				
(Enter on lines 103, Section J and 502, Section K)			6,943.20	186,573.45

* POC (B) = Paid outside of closing by borrower
* POC (S) = Paid outside of closing by seller

HUD-1 SETTLEMENT STATEMENT ADDENDUM

File Number: U13-412

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower(s)

G. Wesley Voorheis

Seller(s)

Ted Bernstein
Successor Trustee

Settlement Agent

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

All Regency Title Company d/b/a US Title of Florida

By: _____ Date: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

DocuTime®

Robert Spallina

From: Brett Verkaik [brett@standardmarket.com]
Sent: Monday, August 05, 2013 12:04 PM
To: Robert Spallina
Subject: Fwd: 345 Distributions and Working Capital Loan
Attachments: 345MP - Promissory Note (7.31.2013).pdf; ATT44410.htm; 345MP - Closing Schedule (7.31.2013).pdf; ATT44411.htm; Historical 1 Month LIBOR (7.31.2013).pdf; ATT44412.htm

Robert,

See below. We have already wired the working cap loan and interest to WHC which will term the note between A&L and WHC for the DDG loan for 345's working capital. We have wired the first equity dist of 345 to the WH 345 LLC account. We will need to determine the accurate distribution for WHC and the dynasty trusts from here. I assume we can split 64 / 36 (9% for each kid).

Please advise.

Thanks,
Brett

Begin forwarded message:

From: Christopher Prokop <cjp@ddgpartners.com>
Subject: 345 Distributions and Working Capital Loan
Date: August 1, 2013 12:59:45 PM CDT
To: Brett Verkaik <brett.verkaik@westhighlandcapital.com>

Hi Brett,

As per our discussion, attached is the promissory note interest calculation table.

Also attached is the updated condominium unit closing schedule. We are pleased to now have signed contracts on all units and closed over 50% of the units (with the M&T bank loan paid off as well).

Our current distribution will be for a total of $15M plus paying off the $1M working capital loan and interest. We had anticipated a larger distribution for 8/1/13 but have faced delays from the NYC Department of Buildings scheduling TCO inspections and processing the TCO paperwork required for closings which has resulted in some closing dates being pushed out (as we mentioned back in May/June, NYC TCO sign-off was our biggest risk in closing timing) .

In addition, some of the buyers have exercised their right to a one time postponement for their unit closings and have actually paid per diem penalties associated with the postponement (with buyer deferrals our second biggest risk in closing timing as highlighted in May/June). We are on track for the next wave of closings in August and anticipate the next distribution of roughly $18M around September 1 with the balance of units expected to close by the end of September.

This excludes the two retail units so the final project distribution will be tied to signing retail leases and the exit strategy of selling vs. longer term hold. We are also holding sufficient working capital to complete the construction.

Current amounts to be distributed to West Highland:

Working capital loan and interest: $1,068,034

First equity distribution: $13,333,334 (88.89% of total distribution)
Total amount to West Highland: $ 14,401,368

Please confirm wire instructions to send funds and let me know if you have any questions or would like to discuss further.

Thank you.

Regards,

Chris

Christopher J. Prokop
DDG
60 Hudson Street, 18th Floor
New York, NY 10013

212 612 3252 T
212 612 3260 F
917 692 5665 M
cjp@ddgpartners.com

http://ddgpartners.com

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345meatpacking

7/31/2013

Unit Closing Schedule

Buyer	Unit	Closing Date	Interior SF	Gross Unit Sales Price	Price / SF	Storage Sales Price	Total Net Proceeds
Closed Units - Construction Loan Payoff							
David Kuzmanich	2C	06/26/13	892	$1,450,000	$1,626	$ -	$1,373,567
Andrea & James Rahardja	2F	05/20/13	1,168	2,175,000	1,862	20,000	2,080,976
Blake London	3A	05/16/13	1,055	1,625,000	1,540	-	1,588,244
Kelly Liao	3B	05/23/13	693	1,050,000	1,515	-	1,025,807
Vito & Barbara Badalamenti	3C	05/15/13	892	1,350,000	1,513	-	1,278,752
Bruce & Leslie Gifford	3D	05/13/13	1,157	1,600,000	1,383	-	1,515,790
Katherine Lo	3E	05/21/13	1,117	1,675,000	1,500	20,000	1,606,901
Brian & Elizabeth Mitchell	3F	07/10/13	1,168	2,000,000	1,712	-	1,896,300
Harry Mateer & Jessica Bassett	4B	06/04/13	1,196	2,175,000	1,819	22,500	2,116,101
Todd & Lisa Steinberg	5A	05/31/13	1,228	2,375,000	1,934	22,500	2,344,356
Hormuz Irani	5B	05/24/13	1,196	2,700,000	2,258	-	2,558,755
Phillip & Alexandra Hersh	5C	07/02/13	1,206	2,150,000	1,783	40,000	2,077,272
John Vernon	5D	05/24/13	1,228	2,250,000	1,832	20,000	2,219,587
Cem Koksal	6C	07/22/13	925	1,575,000	1,703	20,000	1,513,336
Solihin Jusuf Kalla	6D	07/16/13	1,310	2,875,000	2,195	-	2,725,931
Benad Goldwasser	7A	07/12/13	1,427	3,575,000	2,505	-	3,496,886
Brighton Ring	7B	07/30/13	1,199	2,900,000	2,419	-	2,749,635
Michele Tacchella	7D	07/10/13	1,310	3,175,000	2,424	-	3,009,126
David & Marty Hamamoto	PHC	07/15/13	1,988	6,775,000	3,408	50,000	6,473,716
Subtotal - Closed Units	**19 Units**		**22,355**	**$45,450,000**	**$2,033**	**$215,000**	**$43,651,038**
Currently Scheduled							
Alp Saul	6B	08/08/13	1,199	$2,600,000	$2,168	$ -	$2,465,190
Patricio Farena &/or Barrio Cordoba	7C	TBD	925	1,750,000	1,892	-	1,659,262
Cem Senbay	8B	08/29/13	1,199	3,025,000	2,523	-	2,868,154
Lori Price	8C	08/29/13	925	1,875,000	2,027	-	1,777,781
Peter Galan	8D	08/29/13	1,310	3,375,000	2,576	-	3,301,256
Magnus Hoglund	PHD	08/30/13	2,093	6,325,000	3,022	-	5,997,049
Subtotal - Currently Scheduled	**6 Units**		**7,651**	**$18,950,000**	**$2,477**	**$ -**	**$18,068,692**
Not Yet Closed or Scheduled							
345 Propco LLC - Michael Luzich	PHA	09/15/13	1,901	$6,525,000	$3,432	$ -	$6,186,679
William Rainero	PHB	09/15/13	2,016	6,125,000	3,038	-	5,807,419
Subtotal - Not Yet Closed or Scheduled	**2 Units**		**3,917**	**$12,650,000**	**$3,230**	**$ -**	**$11,994,098**
Sponsor Units							
WH	PH	09/15/13	3,734	$7,001,250	$1,875	$45,000	$6,893,273
Prior 345 Owner (Hope Note)	8A	09/15/13	1,427	3,750,000	2,628	-	3,645,562
Prior 345 Owner (Hope Note)	6A	07/07/13	1,427	2,900,000	2,032	-	2,836,635
DDG	4A	07/01/13	1,228	2,045,000	1,665	20,000	2,020,317
DDG	4C	07/01/13	1,206	2,305,000	1,911	-	2,254,636
Corcoran	4D	07/01/13	1,228	2,330,000	1,897	20,000	2,299,089
DDG	2A	07/01/13	1,055	1,520,000	1,441	-	1,486,788
DDG	2B	07/01/13	693	1,000,000	1,443	-	978,150
WH	2D	07/01/13	1,157	1,825,000	1,577	20,000	1,805,124
DDG	2E	07/01/13	1,117	1,615,000	1,446	-	1,579,712
Subtotal - Sponsor Units	**10 Units**		**14,272**	**$26,291,250**	**$1,842**	**$105,000**	**$25,799,286**
Total Proceeds (Including Sponsor Units)	**37 Units**		**48,195**	**$103,341,250**	**$2,144**	**$320,000**	**$99,513,114**
Total Proceeds (Excluding Sponsor units)	**27 Units**		**33,923**	**$77,050,000**	**$2,271**	**$215,000**	**$73,713,828**

345meatpacking - Promissory Note
7/31/2013

Summary	
Principal	$1,000,000
Interest	68,304
Total Payment	**$1,068,304**

Average Interest Rate	
Avg. 1M Libor	0.22%
Spread	5.00%
Interest Rate	**5.22%**

Interest Rate by Month															
Date	**May-12**	**Jun-12**	**Jul-12**	**Aug-12**	**Sep-12**	**Oct-12**	**Nov-12**	**Dec-12**	**Jan-13**	**Feb-13**	**Mar-13**	**Apr-13**	**May-13**	**Jun-13**	**Jul-13**
1M Libor	0.24%	0.24%	0.25%	0.25%	0.23%	0.21%	0.21%	0.21%	0.21%	0.20%	0.20%	0.20%	0.20%	0.19%	0.19%
Spread	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Annual Rate	5.24%	5.24%	5.25%	5.25%	5.23%	5.21%	5.21%	5.21%	5.21%	5.20%	5.20%	5.20%	5.20%	5.19%	5.19%
Daily Rate (360 Days / Year)	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%
Days / Month	31 Days	30 Days	31 Days	31 Days	30 Days	31 Days	30 Days	31 Days	31 Days	28 Days	31 Days	30 Days	31 Days	30 Days	31 Days

345meatpacking - Promissory Note															
Date	**6/1/2012**	**6/1/2012**	**7/1/2012**	**8/1/2012**	**9/1/2012**	**10/1/2012**	**11/1/2012**	**12/1/2012**	**1/1/2013**	**2/1/2013**	**3/1/2013**	**4/1/2013**	**5/1/2013**	**6/1/2013**	**7/1/2013**
Principal	$1,000,000	$1,004,511	$1,008,896	$1,013,454	$1,018,032	$1,022,469	$1,027,060	$1,031,521	$1,036,153	$1,040,800	$1,045,009	$1,049,692	$1,054,244	$1,058,963	$1,063,547
Monthly Interest	4,511	4,385	4,557	4,578	4,437	4,591	4,461	4,632	4,647	4,209	4,683	4,552	4,719	4,584	4,757
Total Payment	**$1,004,511**	**$1,008,896**	**$1,013,454**	**$1,018,032**	**$1,022,469**	**$1,027,060**	**$1,031,521**	**$1,036,153**	**$1,040,800**	**$1,045,009**	**$1,049,692**	**$1,054,244**	**$1,058,963**	**$1,063,547**	**$1,068,304**

Robert Spallina

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Wednesday, September 18, 2013 8:42 AM
To: Lisa Friedstein; Robert Spallina
Cc: Jill Iantoni; Pam Simon; Donald Tescher
Subject: Re: Estate of Shirley Bernstein

Yes, it is a lot of work however and will have to be done over a weekend. As I have said, the accounts are an open book. They pay legal fees, trust admin administration fees, trustee fees, distributions, carry costs of the property including taxes, dues, maintenance, repairs, interest, sales costs, utilities, accounting fees and any other costs associated with the assets within the trust, nothing more. How is the totality of the fees meaningless information? I think it is the most important piece of expense information. Am I missing something?

Ted
561-988-8984
Tbernstein@lifeinsuranceconcepts.com

Sent via Mobile Device

-------- Original message --------
From: Lisa Friedstein <lisa.friedstein@gmail.com>
Date: 09/17/2013 8:54 PM (GMT-05:00)
To: Robert Spallina <rspallina@tescherspallina.com>
Cc: Jill Iantoni <jilliantoni@gmail.com>,Ted Bernstein <tbernstein@lifeinsuranceconcepts.com>,Pam Simon <psimon@stpcorp.com>,Donald Tescher <dtescher@tescherspallina.com>
Subject: Re: Estate of Shirley Bernstein

Thank you, Robert. Ted, are you sending us the details of these checks, as they are meaningless without payee info.
Thanks
Lisa

Robert Spallina
Tuesday, September 17, 2013 4:17 PM

These are all the transactions that have taken place in your mother's trust since your father's death. Remember, the only assets of your mother's estate were her tangible personal property which all went to your father at her death. The above are primarily the carrying costs for the properties and related items, the details of which Ted can provide additional information on as Trustee.

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: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, September 12, 2013 10:59 AM
To: Robert Spallina
Cc: Donald Tescher; <tbernstein@lifeinsuranceconcepts.com>; Pam Simon; Lisa Friedstein
Subject: Re: Estate of Shirley Bernstein

Sounds good.
Thanks

Jill Iantoni
Jilliantoni@gmail.com
(312) 804-2318

On Sep 12, 2013, at 9:47 AM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

Jill Iantoni
Thursday, September 12, 2013 9:59 AM

Sounds good.
Thanks

Jill Iantoni
Jilliantoni@gmail.com
(312) 804-2318

On Sep 12, 2013, at 9:47 AM, "Robert Spallina" <rspallina@tescherspallina.com> wrote:

Robert Spallina
Thursday, September 12, 2013 9:47 AM

Jill - I have requested a report from JP Morgan that will list the activity in your mother's trust since your father passed. The account at JP Morgan is the only account and should reflect all the activity most of which relates to the carrying costs of both the condo and Lionshead. He usually turns things around pretty quickly so we should have it shortly.

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, September 12, 2013 10:44 AM
To: Donald Tescher
Cc: tbernstein@lifeinsuranceconcepts.com; Robert Spallina; Pam Simon; Lisa Friedstein
Subject: Re: Estate of Shirley Bernstein

Thanks Don. Ted, can you share the information with us on behalf of Mom's estate? this way we will have it:)
Thanks
Jill

Jill Iantoni
Thursday, September 12, 2013 9:43 AM

Thanks Don. Ted, can you share the information with us on behalf of Mom's estate? this way we will have it:)
Thanks
Jill

Donald Tescher
Thursday, September 12, 2013 8:04 AM

Jill: Your mother's probate estate only consisted of her tangible personal property (clothing, jewelry, etc.) which passed to your father under her will. All other assets were either in her Revocable Trust or passed to your father by operation of law. Consequently, there really is no accounting to be prepared for Shirley's probate estate. Ted, as the successor trustee of the trust for benefit of your father under Shirley's Revocable Trust, would be responsible for providing an accounting of that trust.

Donald R. Tescher, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: 561 997 7008
Facsimile: 561 997 7308
dtescher@tescherspallina.com

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From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, September 12, 2013 8:50 AM
To: Donald Tescher
Cc: Pam Simon; Lisa; Ted Bernstein; Robert Spallina; Iantoni, Jill (MBO Partners)
Subject: Re: Estate of Shirley Bernstein

Hi Don,
If you can please forward the accounting/inventory of Shirley Bernstein's estate, since we are closing it for the second time & I have never rec'd any of this information.

Thanks so much,
Jill

Robert Spallina

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Friday, September 13, 2013 10:04 AM
To: Craig, Janet
Cc: Robert Spallina
Subject: RE: Bernstein Family Realty, LLC
Attachments: Anthony Messuri E A .vcf

Importance: High

Janet,

Thank you for the authorization to prepare the 2008 – 2012 tax returns for Bernstein Family Realty, LLC. In order to begin the project we will need the following preliminary information:

- Mailing address where returns are to be mail along with a contact name
- Mailing address of LLC along with EIN
- Copy of IRS letter issuing EIN
- Copies of all bank statements from inception thru 12/31/12 including copies or images or all cleared checks
- Copy of the operating agreement
- List of full name, address and ssn/EIN of all owners including their ownership %
- Assets contributed to this entity along with FMV at the time of contribution to the LLC
- Assets held by this entity

Due to the impending 9/16/13 deadline, which is Monday, we will be unable to complete the 2012 return for timely filing. However, as soon as you provide us with the above requested preliminary information, we will schedule time for the project to be completed and advise you of any additional information needed as the project moves along.

If you have any questions at all please feel free to contact my office anytime.

Sincerely,

Anthony

Anthony Messuri, E.A. | Senior Tax Associate
CBIZ MHM, LLC
1675 N. Military Trail
5th Floor
Boca Raton, FL 33486
p: 561-994-5050
f: 561-241-0071
e: amessuri@cbiz.com

www.cbizsouthflorida.com and www.mhm-pc.com

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From: Craig, Janet [mailto:Janet.Craig@opco.com]
Sent: Friday, September 13, 2013 9:05 AM
To: 'Robert Spallina'
Cc: Messuri, Anthony
Subject: RE: Bernstein Family Realty, LLC

Mr. Messuri,

Please accept this letter as your direction and authorization to prepare the 2012 tax returns for the Bernstein Family Realty LLC.

I believe we will also have to prepare returns from inception in 2008 through 2011. Robert, would you please confirm that?

We will supply you with any information we have regarding the entity, but be advised that we only took over management in December 2012 and have very limited information.

Thank you.

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

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, September 12, 2013 4:15 PM
To: Craig, Janet
Cc: Messuri, Anthony
Subject: Bernstein Family Realty, LLC

Janet – I spoke with the CPA for the family and they have never prepared a return for this entity as it was supposedly a disregarded entity. As you know that is not the case. They could prepare a return but would need to take direction from you in that regard as Oppenheimer is the manger of the entity. I have copied Anthony Messuri on this email who prepares most of the returns for the family. Please advise as a return is required and is due this Monday. Thank you

Robert L. Spallina, Esq.
TESCHER & SPALLINA, P.A.
4855 Technology Way, Suite 720

Boca Raton, Florida 33431
Telephone: 561-997-7008
Facsimile: 561-997-7308
E-mail: rspallina@tescherspallina.com

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Robert Spallina

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Friday, September 13, 2013 9:35 AM
To: Robert Spallina
Cc: Thierman, Abigail
Subject: FW: don't forget to send contact info to attorney. thanks

FYI

From: Thierman, Abigail
Sent: Thursday, September 12, 2013 8:18 PM
To: Messuri, Anthony
Subject: don't forget to send contact info to attorney. thanks

Abigail Thierman, JD, LLM, CPA, CFP® | Senior Tax Manager
CBIZ MHM, LLC
&
Mayer Hoffman McCann P.C.,
An Independent CPA Firm
1675 N. Military Trail, 5th Floor
Boca Raton, Florida 33486
p: 561-922-3058
f: 561-241-0071
e: athierman@cbiz.com

Robert Spallina

From: Worth, Hunt [Hunt.Worth@opco.com]
Sent: Tuesday, September 10, 2013 9:23 AM
To: Robert Spallina
Subject: FW: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee
Attachments: Petition - Daniel Bernstein Irrevocable Trust.pdf; Petition - Jake Bernstein Irrevocable Trust.pdf; Petition - Joshua Z. Bernstein Irrevocable Trust.pdf

From: Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]
Sent: Tuesday, September 10, 2013 8:51 AM
To: Worth, Hunt; Craig, Janet
Cc: Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA
Subject: FW: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee

Hunt, the attached documents regarding the alleged trusts you have sent today in two emails that you are operating under as fiduciary, appear to be incomplete and missing signatures and further in one instance improperly attested to. In certain instances, the trusts are not initialed on each page as intended. On a Notarized document submitted to the Probate Court with your name as the signor, the Notary did not complete the form properly, as appears a pattern and practice in documents involving the estates at this point, as you are aware. Please send over your complete files on these accounts as previously requested and please have all documents you sent verified and certified by Oppenheimer to be true and correct copies of what you have on file as previously requested. Finally, for future reference my wife Candice's name is spelled with an i not an a. Eliot

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

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From: Worth, Hunt [mailto:Hunt.Worth@opco.com]
Sent: Monday, September 9, 2013 2:03 PM
To: 'Eliot Bernstein (iviewit@gmail.com)'
Subject: Candace & Eliot Bernstein Petitions to Appoint Oppenheimer Trust Company as Successor Trustee

Mr. Bernstein:

Attached please find the June 18, 2010 Petitions by you and Mrs. Bernstein seeking to have Oppenheimer Trust Company Appointed as Successor Trustee.

Hunt Worth
Oppenheimer Trust Company
215-656-2815

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Robert Spallina

From: Robert Spallina
Sent: Monday, September 09, 2013 1:57 PM
To: 'Worth, Hunt'
Cc: 'Craig, Janet'
Subject: RE: Bernstein
Attachments: Petition - Daniel Bernstein Irrevocable Trust.pdf; Petition - Jake Bernstein Irrevocable Trust.pdf; Petition - Joshua Z. Bernstein Irrevocable Trust.pdf

See attached petitions for each of their children's trusts signed by them. We do not have a signed signature page for Daniel's trust.

From: Robert Spallina
Sent: Friday, August 30, 2013 4:24 PM
To: 'Worth, Hunt'
Cc: Craig, Janet
Subject: RE: Bernstein

My pleasure. Have a great holiday weekend.

From: Worth, Hunt [mailto:Hunt.Worth@opco.com]
Sent: Friday, August 30, 2013 11:04 AM
To: Robert Spallina
Cc: Craig, Janet
Subject: Bernstein

Thank you for your efforts.

Hunt

Hunt Worth, Esq.
President
Oppenheimer Trust Company
215-656-2815

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Robert Spallina

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Friday, September 06, 2013 5:56 PM
To: Robert Spallina
Cc: Lewin, Jerry; DeRosa, Linda
Subject: Bernstein Family Investments, LLLP

Importance: High

Robert,

In order to complete the year end accounting and subsequent tax return for the above mentioned entity, we have the following questions:

1) Is mailing address still 950 Peninsula Corp Circle, Ste 3010, Boca Raton, FL 33487

2) Are the partners still:

Simon Bernstein Trust	371-32-5211
Shirley Bernstein Trust	46-6235212
Bernstein Holdings LLC	32-0234597

3) Is the address on the K-1's still 7020 Lions Head Lane, Boca raton, FL 33496

4) A trust return needs to be filed for the Shirley Bernstein Trust for 2012. Need any income and expenses for this entity and also a copy of the Trust Document.

5) Were the funds from the following loans disbursed to Simon Personally?

5/11/2012	Loan Proceeds of $50,000
5/25/2012	Loan Proceeds of $7,000

6) A/C 478018083:

Transfers of $39,000 on 11/2/12 and $60,000 on 10/23/12
What is the name on the account and the Federal ID number

7) A/C 47818117:

Transfers of $39,000 on 11/2/12 and $60,000 on 10/23/12
What is the name on the account and the Federal ID number

8) A/C W32612009:

Transfer of $2,000 on 10/23/12 for $2,000
What is the name on the account?

9) Are the following loans still outstanding:

Loan Receivable - TELENET SYSTEMS	$24,100.23
Loan Receivable - ARBITRAGE	$140,000.00
Loan Receivable - SAMUEL KAPLAN	$6,000.00

Is interest being paid on any loans other than Telenet Systems?

10) Regarding BERNSTEIN FAMILY REALTY LLC:

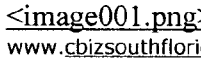
BERNSTEIN FAMILY REALTY LLC:
Monies were transferred to this entity from Bernstein Family
Investments totalling $23,000 in 2012. Is a tax return required for
this entity for 2012 and are we preparing
it?

Please get us this information as early in the week as possible as the return is due by next Monday 9/16/13.

Sincerely,

Anthony

Anthony Messuri, E.A. | Senior Tax Associate
CBIZ MHM, LLC
1675 N. Military Trail
5th Floor
Boca Raton, FL 33486
p: 561-994-5050
f: 561-241-0071
e: amessuri@cbiz.com

 Connect with me
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Robert Spallina

From: Craig, Janet [Janet.Craig@opco.com]
Sent: Wednesday, August 28, 2013 11:28 AM
To: 'Eliot Ivan Bernstein (iviewit@gmail.com)'; 'Candice Bernstein (tourcandy@gmail.com)'
Cc: Robert Spallina; 'Ted Bernstein (tbernstein@lifeinsuranceconcepts.com)'
Subject: Bernstein Trust Terminations
Attachments: Bernstein Joshua Acctng and Release.pdf; Bernstein Jacob Acctng and Release.pdf; Bernstein Daniel Acctg and Release.pdf

Dear Eliot and Candice,

As you are aware, the trusts for Daniel, Jacob and Joshua have depleted over time due to the payment of your household bills. I have spoken with Mr. Spallina and he has informed me that the household bill payments will not be refunded to the trusts. We have therefore decided to terminate the trusts due to their de minimus market values.

The enclosed accountings for each trust cover the period of September 20, 2010 (our inception date) through August 26, 2013. We have also enclosed an Asset Detail showing the current market values and a Receipt, Release and Refunding Agreement for each of the accounts for your signatures. Please review all the documents carefully and contact me if you have any questions. Once your review is completed, please sign one copy of the Receipt, Release and Refunding Agreement before a Notary Public and return it to me at the address below. A second copy should be retained for your records.

Please be advised that we will not be paying bills during this transition period. Ted Bernstein has agreed to become the Managing Member of Bernstein Family Realty and all questions regarding the payment of household bills should be directed to him

Please keep in mind that the liquidation of the assets and the distribution of funds to you will generate tax consequences reportable on your 2013 personal income tax returns, which you will be filing next year. Please do not complete your personal income tax returns until you have received the final form K-1 from us.

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

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Form **1120S**

Department of the Treasury
Internal Revenue Service

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ See separate instructions.

OMB No. 1545-0130

2010

For calendar year 2010 or tax year beginning , 2010, ending , 20

A S election effective date		D Employer identification number
09/01/2006	Name: LIC HOLDINGS INC	20-5290314
B Business activity code number *(see instructions)*	Number, street, and room or suite no. If a P.O. box, see instructions.	E Date incorporated
524290	TYPE OR PRINT: 950 PENINSULA CORPORATE CIRCLE, SUITE 3010	09/01/2006
C Check if Sch. M-3 attached ☑	City or town, state, and ZIP code: BOCA RATON, FL 33487	F Total assets *(see instructions)*: $ 3,988,809

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☑ No If "Yes," attach Form 2553 if not already filed

H Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change (4) ☐ Amended return (5) ☐ S election termination or revocation

I Enter the number of shareholders who were shareholders during any part of the tax year . . . . . ▶ 13

Caution. *Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.*

Income	1a	Gross receipts or sales 769,434	b Less returns and allowances	c Bal ▶	1c	769,434
	2	Cost of goods sold (Schedule A, line 8)			2	
	3	Gross profit. Subtract line 2 from line 1c			3	769,434
	4	Net gain (loss) from Form 4797, Part II, line 17 *(attach Form 4797)*			4	
	5	Other income (loss) *(see instructions—attach statement)*			5	1,838,949
	6	**Total income (loss).** Add lines 3 through 5		▶	6	2,608,383
Deductions (see instructions for limitations)	7	Compensation of officers			7	300,000
	8	Salaries and wages (less employment credits)			8	541,276
	9	Repairs and maintenance			9	2,576
	10	Bad debts			10	38,958
	11	Rents			11	199,835
	12	Taxes and licenses			12	98,328
	13	Interest			13	
	14	Depreciation not claimed on Schedule A or elsewhere on return *(attach Form 4562)*			14	35,531
	15	Depletion **(Do not deduct oil and gas depletion.)**			15	
	16	Advertising			16	39,839
	17	Pension, profit-sharing, etc., plans			17	17,403
	18	Employee benefit programs			18	
	19	Other deductions *(attach statement)*			19	747,223
	20	**Total deductions.** Add lines 7 through 19		▶	20	2,020,969
	21	**Ordinary business income (loss).** Subtract line 20 from line 6			21	587,414
Tax and Payments	22a	Excess net passive income or LIFO recapture tax *(see instructions)*	22a			
	b	Tax from Schedule D (Form 1120S)	22b			
	c	Add lines 22a and 22b *(see instructions for additional taxes)*			22c	
	23a	2010 estimated tax payments and 2009 overpayment credited to 2010	23a			
	b	Tax deposited with Form 7004	23b			
	c	Credit for federal tax paid on fuels *(attach Form 4136)*	23c			
	d	Add lines 23a through 23c			23d	
	24	Estimated tax penalty *(see instructions)*. Check if Form 2220 is attached		▶ ☐	24	
	25	**Amount owed.** If line 23d is smaller than the total of lines 22c and 24, enter amount owed			25	
	26	**Overpayment.** If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			26	
	27	Enter amount from line 26 **Credited to 2011 estimated tax** ▶	**Refunded** ▶		27	

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 officer 1/25/11 Date ▶ PRESIDENT Title

May the IRS discuss this return with the preparer shown below (see instructions)? ☐ Yes ☐ No

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

TS001531

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 accounting method: a ☐ Cash b ☐ Accrual c ☐ Other (specify) ▶ _____		
2	See the instructions and enter the: a Business activity ▶ _____ b Product or service ▶ _____		
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 qualified subchapter S subsidiary election made?	✓	
4	Has this corporation filed, or is it required to file, **Form 8918,** Material Advisor Disclosure Statement, to provide information on any reportable transaction?		✓
5	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ ☐ If checked, the corporation may have to file **Form 8281,** Information Return for Publicly Offered Original Issue Discount Instruments.		
6	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 the basis of the asset (or the basis of any other property) in the hands of a C corporation **and (b)** has net unrealized built-in gain 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 *(see instructions)* ▶ $ _____		
7	Enter the accumulated earnings and profits of the corporation at the end of the tax year. $ _____		
8	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		✓
9	During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions		

Schedule K Shareholders' Pro Rata Share Items

				Total amount
Income (Loss)	1	Ordinary business income (loss) (page 1, line 21)	1	587,414
	2	Net rental real estate income (loss) (*attach Form 8825*)	2	
	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	4	44,701
	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	

	Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (*attach Form 4562*)	11	
	12a Contributions	12a	7,100
	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	13a 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 Alcohol and cellulosic biofuel fuels credit (*attach Form 6478*)	13f	
	g Other credits (*see instructions*) Type ▶	13g	
Foreign Transactions	14a 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 category	14d	
	e General category	14e	
	f Other (*attach statement*)	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 category	14i	
	j General category	14j	
	k Other (*attach statement*)	14k	
	Other information		
	l Total foreign taxes (check one): ▶ ☐ Paid ☐ Accrued	14l	
	m Reduction in taxes available for credit (*attach statement*)	14m	
	n Other foreign tax information (*attach statement*)		
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a	
	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	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	17,418
	d Distributions (*attach statement if required*) (*see instructions*)	16d	
	e Repayment of loans from shareholders	16e	
Other Information	17a Investment income	17a	44,701
	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	625,015

Schedule L Balance Sheets per Books

	Assets	Beginning of tax year (a)	Beginning of tax year (b)	End of tax year (c)	End of tax year (d)
1	Cash		(257,700)		(162,809)
2a	Trade notes and accounts receivable	1,984,505		1,973,066	
b	Less allowance for bad debts	( )	1,984,505	( )	1,973,066
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see *instructions*)				
6	Other current assets (*attach statement*)		64,102		11,040
7	Loans to shareholders		1,554,714		1,709,777
8	Mortgage and real estate loans				
9	Other investments (*attach statement*)				
10a	Buildings and other depreciable assets	623,783		575,580	
b	Less accumulated depreciation	(310,652)	313,131	(354,241)	221,339
11a	Depletable assets				
b	Less accumulated depletion	( )		( )	
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)	9,000		9,000	
b	Less accumulated amortization	( )	9,000	( )	9,000
14	Other assets (*attach statement*)		337,062		227,396
15	Total assets		4,004,814		3,988,809
	Liabilities and Shareholders' Equity				
16	Accounts payable		571,134		368,379
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (*attach statement*)		690,194		1,115,605
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (*attach statement*)				
22	Capital stock		600		600
23	Additional paid-in capital		245,116		245,116
24	Retained earnings		2,720,848		2,482,188
25	Adjustments to shareholders' equity (*attach statement*)		(223,078)		(223,078)
26	Less cost of treasury stock		( )		( )
27	Total liabilities and shareholders' equity		4,004,814		3,988,810

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		5 Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize): a Tax-exempt interest $	
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):			
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize): a Depreciation $ b Travel and entertainment $		6 Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize): a Depreciation $	
4	Add lines 1 through 3		7 Add lines 5 and 6	
			8 Income (loss) (Schedule K, line 18). Line 4 less line 7	

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	1,287,492		
2	Ordinary income from page 1, line 21	587,414		
3	Other additions	44,701		
4	Loss from page 1, line 21	( )		
5	Other reductions	(24,518)	( )	
6	Combine lines 1 through 5	1,895,089		
7	Distributions other than dividend distributions			
8	Balance at end of tax year. Subtract line 7 from line 6	1,895,089		

SCHEDULE M-3 (Form 1120)

Department of the Treasury
Internal Revenue Service

Net Income (Loss) Reconciliation for Corporations With Total Assets of $10 Million or More

► Attach to Form 1120 or 1120-C.
► See separate instructions.

OMB No. 1545-0123

2010

Name of corporation (common parent, if consolidated return)	Employer identification number
LIC HOLDINGS INC	20-5290314

Check applicable box(es): (1) ☐ Non-consolidated return (2) ☑ Consolidated return (Form 1120 only)
(3) ☐ Mixed 1120/L/PC group (4) ☐ Dormant subsidiaries schedule attached

Part I Financial Information and Net Income (Loss) Reconciliation (see instructions)

1a Did the corporation file SEC Form 10-K for its income statement period ending with or within this tax year?
☐ Yes. Skip lines 1b and 1c and complete lines 2a through 11 with respect to that SEC Form 10-K.
☑ No. Go to line 1b. See instructions if multiple non-tax-basis income statements are prepared.

b Did the corporation prepare a certified audited non-tax-basis income statement for that period?
☐ Yes. Skip line 1c and complete lines 2a through 11 with respect to that income statement.
☑ No. Go to line 1c.

c Did the corporation prepare a non-tax-basis income statement for that period?
☑ Yes. Complete lines 2a through 11 with respect to that income statement.
☐ No. Skip lines 2a through 3c and enter the corporation's net income (loss) per its books and records on line 4a.

2a Enter the income statement period: Beginning 01/01/2010 Ending 12/31/2010

b Has the corporation's income statement been restated for the income statement period on line 2a?
☐ Yes. (If "Yes," attach an explanation and the amount of each item restated.)
☑ No.

c Has the corporation's income statement been restated for any of the five income statement periods preceding the period on line 2a?
☐ Yes. (If "Yes," attach an explanation and the amount of each item restated.)
☑ No.

3a Is any of the corporation's voting common stock publicly traded?
☐ Yes.
☑ No. If "No," go to line 4a.

b Enter the symbol of the corporation's primary U.S. publicly traded voting common stock . . . . . ☐☐☐☐☐

c Enter the nine-digit CUSIP number of the corporation's primary publicly traded voting common stock . . . . . ☐☐☐☐☐☐☐☐☐

4a	Worldwide consolidated net income (loss) from income statement source identified in Part I, line 1	4a	250,795
b	Indicate accounting standard used for line 4a (see instructions): (1) ☐ GAAP (2) ☐ IFRS (3) ☐ Statutory (4) ☐ Tax-basis (5) ☐ Other (specify) _____		
5a	Net income from nonincludible foreign entities (attach schedule)	5a	( )
b	Net loss from nonincludible foreign entities (attach schedule and enter as a positive amount)	5b	
6a	Net income from nonincludible U.S. entities (attach schedule)	6a	( )
b	Net loss from nonincludible U.S. entities (attach schedule and enter as a positive amount)	6b	
7a	Net income (loss) of other includible foreign disregarded entities (attach schedule)	7a	
b	Net income (loss) of other includible U.S. disregarded entities (attach schedule)	7b	
c	Net income (loss) of other includible entities (attach schedule)	7c	
8	Adjustment to eliminations of transactions between includible entities and nonincludible entities (attach schedule)	8	
9	Adjustment to reconcile income statement period to tax year (attach schedule)	9	
10a	Intercompany dividend adjustments to reconcile to line 11 (attach schedule)	10a	
b	Other statutory accounting adjustments to reconcile to line 11 (attach schedule)	10b	
c	Other adjustments to reconcile to amount on line 11 (attach schedule)	10c	
11	**Net income (loss) per income statement of includible corporations.** Combine lines 4 through 10	11	250,795

Note. Part I, line 11, must equal the amount on Part II, line 30, column (a), and Schedule M-2, line 2.

12 Enter the total amount (not just the corporation's share) of the assets and liabilities of all entities included or removed on the following lines.

		Total Assets	Total Liabilities
a	Included on Part I, line 4 ►	3,988,809	1,483,984
b	Removed on Part I, line 5 ►		
c	Removed on Part I, line 6 ►		
d	Included on Part I, line 7 ►		

Name of corporation (common parent, if consolidated return): LIC HOLDINGS INC
Employer identification number: 20-5290314

Check applicable box(es): (1) ☑ Consolidated group (2) ☑ Parent corp (3) ☑ Consolidated eliminations (4) ☐ Subsidiary corp (5) ☐ Mixed 1120/L/PC group
Check if a sub-consolidated: (6) ☐ 1120 group (7) ☐ 1120 eliminations

Name of subsidiary (if consolidated return):
Employer identification number:

Part II Reconciliation of Net Income (Loss) per Income Statement of Includible Corporations With Taxable Income per Return (see instructions)

Income (Loss) Items (Attach schedules for lines 1 through 11)	(a) Income (Loss) per Income Statement	(b) Temporary Difference	(c) Permanent Difference	(d) Income (Loss) per Tax Return
1 Income (loss) from equity method foreign corporations				
2 Gross foreign dividends not previously taxed				
3 Subpart F, QEF, and similar income inclusions				
4 Section 78 gross-up				
5 Gross foreign distributions previously taxed				
6 Income (loss) from equity method U.S. corporations				
7 U.S. dividends not eliminated in tax consolidation				
8 Minority interest for includible corporations				
9 Income (loss) from U.S. partnerships				
10 Income (loss) from foreign partnerships				
11 Income (loss) from other pass-through entities				
12 Items relating to reportable transactions (attach details)				
13 Interest income (attach Form 8916-A)	(19,163)	63,864		44,701
14 Total accrual to cash adjustment				
15 Hedging transactions				
16 Mark-to-market income (loss)				
17 Cost of goods sold (attach Form 8916-A)	( )			( )
18 Sale versus lease (for sellers and/or lessors)				
19 Section 481(a) adjustments				
20 Unearned/deferred revenue				
21 Income recognition from long-term contracts				
22 Original issue discount and other imputed interest				
23a Income statement gain/loss on sale, exchange, abandonment, worthlessness, or other disposition of assets other than inventory and pass-through entities				
b Gross capital gains from Schedule D, excluding amounts from pass-through entities				
c Gross capital losses from Schedule D, excluding amounts from pass-through entities, abandonment losses, and worthless stock losses				
d Net gain/loss reported on Form 4797, line 17, excluding amounts from pass-through entities, abandonment losses, and worthless stock losses				
e Abandonment losses				
f Worthless stock losses (attach details)				
g Other gain/loss on disposition of assets other than inventory				
24 Capital loss limitation and carryforward used				
25 Other income (loss) items with differences (attach schedule)	316,783	447,045		763,828
26 **Total income (loss) items.** Combine lines 1 through 25	297,620	510,909		808,529
27 **Total expense/deduction items** (from Part III, line 38)	1,289,884	154,108	(17,418)	1,426,573
28 Other items with no differences	1,243,058			1,243,058
29a Mixed groups, see instructions. All others, combine lines 26 through 28	250,795	356,801	17,418	625,014
b PC insurance subgroup reconciliation totals				
c Life insurance subgroup reconciliation totals				
30 **Reconciliation totals.** Combine lines 29a through 29c	250,795	356,801	17,418	625,014

Note. Line 30, column (a), must equal the amount on Part I, line 11, and column (d) must equal Form 1120, page 1, line 28.

Name of corporation (common parent, if consolidated return): LIC HOLDINGS INC
Employer identification number: 20-5290314

Check applicable box(es): (1) ☑ Consolidated group (2) ☑ Parent corp (3) ☑ Consolidated eliminations (4) ☐ Subsidiary corp (5) ☐ Mixed 1120/L/PC group
Check if a sub-consolidated: (6) ☐ 1120 group (7) ☐ 1120 eliminations

Name of subsidiary (if consolidated return):
Employer identification number:

Part III Reconciliation of Net Income (Loss) per Income Statement of Includible Corporations With Taxable Income per Return—Expense/Deduction Items (see instructions)

Expense/Deduction Items	(a) Expense per Income Statement	(b) Temporary Difference	(c) Permanent Difference	(d) Deduction per Tax Return
1 U.S. current income tax expense				
2 U.S. deferred income tax expense				
3 State and local current income tax expense				
4 State and local deferred income tax expense				
5 Foreign current income tax expense (other than foreign withholding taxes)				
6 Foreign deferred income tax expense				
7 Foreign withholding taxes				
8 Interest expense (attach Form 8916-A)				
9 Stock option expense				
10 Other equity-based compensation				
11 Meals and entertainment	34,835		(17,418)	17,417
12 Fines and penalties	2,151			2,151
13 Judgments, damages, awards, and similar costs				
14 Parachute payments				
15 Compensation with section 162(m) limitation				
16 Pension and profit-sharing	17,403			17,403
17 Other post-retirement benefits				
18 Deferred compensation				
19 Charitable contribution of cash and tangible property	7,100			7,100
20 Charitable contribution of intangible property				
21 Charitable contribution limitation/carryforward				
22 Domestic production activities deduction				
23 Current year acquisition or reorganization investment banking fees				
24 Current year acquisition or reorganization legal and accounting fees				
25 Current year acquisition/reorganization other costs				
26 Amortization/impairment of goodwill				
27 Amortization of acquisition, reorganization, and start-up costs				
28 Other amortization or impairment write-offs				
29 Section 198 environmental remediation costs				
30 Depletion				
31 Depreciation	92,999	(57,468)		35,351
32 Bad debt expense	38,958			38,958
33 Corporate owned life insurance premiums				
34 Purchase versus lease (for purchasers and/or lessees)				
35 Research and development costs (attach schedule)				
36 Section 118 exclusion (attach schedule)				
37 Other expense/deduction items with differences (attach schedule)	1,096,437	211,576		1,308,013
38 **Total expense/deduction items.** Combine lines 1 through 37. Enter here and on Part II, line 27, reporting positive amounts as negative and negative amounts as positive	1,289,884	154,108	(17,418)	1,426,573

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2010

Attachment Sequence No. 67

Name(s) shown on return	Business or activity to which this form relates	Identifying number
LIC HOLDINGS INC	INSURANCE	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 instructions)	1	250,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	500,000
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	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

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	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2009 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2011. 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.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	4,007
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	1,478

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 2010	17	29,721
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 ▶ ☐		

Section B—Assets Placed in Service During 2010 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		5,690	5 YR	HY	200DB	325
c 7-year property						
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 2010 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 instructions	22	35,531
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, 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 depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions) .						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 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
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												
	Yes	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**
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 (see instructions).

	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? (See instructions.) . . .		

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 2010 tax year (see instructions):					
43 Amortization of costs that began before your 2010 tax year				43	600
44 **Total.** Add amounts in column (f). See the instructions for where to report				44	600

TS001539

Form **8916-A**

Department of the Treasury
Internal Revenue Service

Supplemental Attachment to Schedule M-3

▶ Attach to Schedule M-3 for Form 1065, 1120, 1120-L, 1120-PC, or 1120S.

OMB No. 1545-2061

2010

Name of common parent
LIC HOLDINGS INC

Employer identification number
20-5290314

Name of subsidiary

Employer identification number

Part I Cost of Goods Sold

Cost of Goods Sold Items	(a) Expense per Income Statement	(b) Temporary Difference	(c) Permanent Difference	(d) Deduction per Tax Return
1 Amounts attributable to cost flow assumptions				
2 Amounts attributable to:				
a Stock option expense				
b Other equity based compensation				
c Meals and entertainment				
d Parachute payments				
e Compensation with section 162(m) limitation				
f Pension and profit sharing				
g Other post-retirement benefits				
h Deferred compensation				
i Section 198 environmental remediation costs				
j Amortization				
k Depletion				
l Depreciation				
m Corporate owned life insurance premiums				
n Other section 263A costs				
3 Inventory shrinkage accruals				
4 Excess inventory and obsolescence reserves				
5 Lower of cost or market write-downs				
6 Other items with differences (attach schedule)				
7 Other items with no differences				
8 **Total cost of goods sold.** Add lines 1 through 7, in columns a, b, c, and d				

Part II Interest Income

	Interest Income Item	(a) Income (Loss) per Income Statement	(b) Temporary Difference	(c) Permanent Difference	(d) Income (Loss) per Tax Return
1	Tax-exempt interest income				
2	Interest income from hybrid securities				
3	Sale/lease interest income				
4a	Intercompany interest income — From outside tax affiliated group				
4b	Intercompany interest income — From tax affiliated group				
5	Other interest income	(19,163)	63,864		44,701
6	Total interest income. Add lines 1 through 5. Enter total on Schedule M-3 (Forms 1120, 1120-PC, and 1120-L), Part II, line 13 or Schedule M-3 (Forms 1065 and 1120S) Part II, line 11.				

Part III Interest Expense

	Interest Expense Item	(a) Expense per Income Statement	(b) Temporary Difference	(c) Permanent Difference	(d) Deduction per Tax Return
1	Interest expense from hybrid securities				
2	Lease/purchase interest expense				
3a	Intercompany interest expense — Paid to outside tax affiliated group				
3b	Intercompany interest expense — Paid to tax affiliated group				
4	Other interest expense				
5	Total interest expense. Add lines 1 through 4. Enter total on Schedule M-3 (Form 1120) Part III, line 8; Schedule M-3 (Forms 1120-PC and 1120-L), Part III, line 36; Schedule M-3 (Form 1065) Part III, line 27; or Schedule M-3 (Form 1120S) Part III, line 26.				

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Use Form 8916-A to provide a detailed schedule of the amounts reported on the applicable Schedule M-3 for cost of goods sold, interest income and interest expense.

Who Must File

Form 8916-A must be filed for each separate entity required to file a Schedule M-3 for Form 1120, Form 1065, Form 1065-B, Form 1120-L, Form 1120-PC, or Form 1120S.

Consolidated groups. In the case of a consolidated tax group, a Form 8916-A must be filed as part of the Schedules M-3 prepared for the parent company, each subsidiary, the eliminations Schedule M-3, and the consolidated Schedule M-3. It is not required that the supporting detail for Form 8916-A, Part I, line 6, be presented for the eliminations Schedule M-3 or the consolidated Schedule M-3.

Mixed groups. In the case of a mixed group (as described in the instructions for Schedule M-3 for Form 1120, Form 1120-L, and 1120-PC), a Form 8916-A, if applicable, is required at the sub-consolidated level and the sub-consolidated elimination level.

How To File

Attach Form 8916-A to each applicable separate Schedule M-3.

Specific Instructions

A corporation is not required to complete columns (a) and (d) if the corporation is not required to complete these columns on Schedule M-3. See the instructions for Parts II and III of the applicable Schedule M-3.

Columns (b) and (c) must be completed for any tax year for which the corporation files Form 8916-A.

Part I. Cost of Goods Sold

Line 1

Report differences attributable to cost flow assumptions, for example, differences between book and tax LIFO computations. Generally, differences in the LIFO reserves for book and tax purposes should be reported on this line.

Line 2n

Report differences attributable to section 263A. For example, if book inventory costs equal section 471 inventory costs, report differences between section 471 inventory costs and section 263A inventory costs. This includes all costs of goods sold differences, not just differences attributable to additional section 263A costs adjustments to ending inventory. LIFO taxpayers using the simplified production method or the simplified resale method should report the amount of additional section 263A costs computed after LIFO computations. LIFO taxpayers not using a simplified section 263A method should report costs attributable to additional section 263A prior to performing LIFO computation. Differences due to purchasing, and storage and handling costs, should generally be reported on line 2n (to the extent not already included in lines 2a through 2m). Report the additional section 263A costs adjustments to ending inventory on line 2n (and the reversal of the prior year ending inventory, if applicable).

Lines 4 and 5

If the taxpayer does not distinguish between obsolescence and excess inventory reserves and lower of cost or market write-downs in its general ledger, report all amounts relating to these reserves on line 4 for excess inventory and obsolescence reserves.

Line 6

Attach a schedule that separately states and adequately discloses the nature and amount of each expense reported on this line. See the instructions for the applicable Schedule M-3 for a definition of "separately stated and adequately disclosed." It is not required that the supporting detail for Form 8916-A, Part I, line 6, be presented for the eliminations Schedule M-3 or the consolidated Schedule M-3. Report differences between book inventory costs and section 471 inventory costs on this line.

Line 7

Report all other items with no differences on this line. For example, if book inventory costs equal section 471 inventory costs, this line should report total book inventory and section 471 inventory costs without regard to amounts reported on lines 1 through 5.

Line 8

Line 8 should equal the amount reported on the applicable Schedule M-3 (Form 1120), Part II, line 17; Schedule M-3 (Form 1120S), Part II, line 15; or Schedule M-3 (Form 1065), Part II, line 15.

Part II. Interest Income

Line 1

Report on line 1, column (a), tax-exempt interest income defined under section 103. Complete columns (b) and (c), as applicable.

Line 2

Report on line 2, column (a), the total amount of interest income included on Schedule M-3, Part I, line 11, from hybrid securities characterized as debt for financial accounting and as equity for tax purposes. Report on line 2, column (d), the total amount of interest income from hybrid securities characterized as equity for financial accounting and as debt for tax purposes. Complete columns (b) and (c), as applicable. Report interest income from a debt that is both a hybrid debt and a related party debt on line 2 and not on line 4a or 4b.

Line 3

Report on line 3, column (a), the total interest income from periodic payments from transactions characterized as a lease for financial accounting and as a sale for tax purposes. Report on line 3, column (d), the total interest income from periodic payments from transactions characterized as a sale for financial accounting and as a lease for tax purposes. Complete columns (b) and (c), as applicable. See the instructions for sale versus lease for Schedule M-3, Part II, line 18 (Forms 1120 and 1120-L), line 17 (Form 1120-PC), or line 16 (Forms 1120S and 1065).

Line 4a

Report on line 4a total intercompany interest income from an entity included on Schedule M-3, Part I, line 4 but not included on Schedule M-3, Part I, line 11. Report hybrid security interest income on line 2 and sale/lease interest income on line 3 and not on line 4a.

Line 4b

Report on line 4b total intercompany interest income from an entity within the tax affiliated group. Report hybrid security interest income on line 2 and sale/lease interest income on line 3 and not on line 4b.

Note. Report interest income from a debt that is both a hybrid debt and a related party debt on line 2 and not on line 4a or 4b.

Line 5

Report on line 5 total interest income not required to be reported on lines 1 through 4b.

Line 6

Line 6 must equal the amount for all columns reported on the applicable Schedule M-3, Part II, line 13 (Forms 1120, 1120-L, and 1120-PC) or line 11 (Forms 1120S and 1065).

Part III. Interest Expense

Line 1

Report on line 1, column (a), total interest expense from hybrid securities characterized as debt for financial accounting and as equity for tax purposes. Report on line 1, column (d), total interest expense from hybrid securities characterized as equity for financial accounting and as debt for tax purposes. Complete columns (b) and (c), as applicable. Report interest expense from a debt that is both a hybrid debt and a related party debt on line 1 and not on line 3a or 3b.

Line 2

Report on line 2, column (a), total interest expense from periodic payments from transactions characterized as a lease for financial accounting and as a purchase for tax purposes. Report on line 2, column (d), total interest expense from periodic payments from transactions characterized as a purchase for financial accounting and as a lease for tax purposes. Complete columns (b) and (c), as applicable. See the instructions for Schedule M-3, Part III, line 34 (Form 1120), line 35 (Forms 1120-L and 1120-PC), or line 28 (Forms 1120S and 1065).

Line 3a

Report on line 3a total intercompany interest expense included on Schedule M-3, Part I, line 4 but not included on Schedule M-3, Part I, line 11. Report hybrid security interest expense or deduction on line 1 and purchase/lease interest expense or deduction on line 2 and not on line 3a.

Line 3b

Report on line 3b total intercompany interest expense to an entity within the tax affiliated group. Report hybrid security interest expense or deduction on line 1 and purchase/lease interest expense or deduction on line 2 and not on line 3b.

Note. Report interest expense from a debt that is both a hybrid debt and a related party debt on line 1 and not on line 3a or 3b.

Line 4

Report on line 4 total interest income not required to be reported on lines 1 through 3b.

Line 5

Line 5 must equal the amounts for all columns reported on the applicable Schedule M-3 (Form 1120), Part III, line 8; Schedule M-3 (Forms 1120-PC and 1120-L), Part III, line 36; Schedule M-3 (Form 1065), Part III, line 27; or Schedule M-3 (Form 1120S), Part III, line 26.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws and to allow us to figure and collect 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 section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Recordkeeping . . . . . 30 hr., 51 min.
Learning about the law or the form . . . . . 30 min.
Preparing, copying, assembling, and sending the form to the IRS . . . . . 1 hr., 1 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. See the instructions for the tax return with which this form is filed.

Printed on recycled paper

671110

Schedule K-1
(Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and 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 CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
371-32-5211

E Shareholder's name, address, city, state, and ZIP code
SIMON BERNSTEIN
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

F Shareholder's percentage of stock ownership for tax year . . . . . 33. %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 193,847	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 14,751		
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 section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 5,748
12 A	Other deductions 2,343		
		17 A	Other information 14,751

* See attached statement for additional information.

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
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	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%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	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	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	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	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 Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

671110

Schedule K-1
(Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and 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 CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
319-64-1912

E Shareholder's name, address, city, state, and ZIP code
TED BERNSTEIN
880 BERKELEY STREET
BOCA RATON, FL 33487

F Shareholder's percentage of stock ownership for tax year . . . . . 45 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 264,336	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 20,115		
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 section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 7,838
12 A	Other deductions 3,195		
		17 A	Other information 20,115

* See attached statement for additional information.

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
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	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%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	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	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	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	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 Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

671110

Schedule K-1 (Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010 ending _____, 20____

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and 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 CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20-7294112

E Shareholder's name, address, city, state, and ZIP code
ALEXANDRA BERNSTEIN IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
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 section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 209
12 A	Other deductions 85		
		17 A	Other information 536

* See attached statement for additional information.

TS001548

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
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	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%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	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	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	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	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 Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Schedule K-1 (Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010 ending _____, 20____

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and 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 CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20-7354918

E Shareholder's name, address, city, state, and ZIP code
DANIEL BERNSTEIN IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
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 section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 209
12 A	Other deductions 85		
		17 A	Other information 536

* See attached statement for additional information.

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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
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	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%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's instructions and the Instructions for Form 6251
	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	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	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	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 Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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Schedule K-1 (Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and 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 CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20 7294133

E Shareholder's name, address, city, state, and ZIP code
ERIC BERNSTEIN IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
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 section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 209
12 A	Other deductions 85		
		17 A	Other information 536

* See attached statement for additional information.

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
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (i)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	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%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	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	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	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	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 Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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Schedule K-1 (Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010 ending _____, 20____

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and 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 CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20 -7294171

E Shareholder's name, address, city, state, and ZIP code
JACOB BERNSTEIN IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
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 section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 209
12 A	Other deductions 85		
		17 A	Other information 536

* See attached statement for additional information.

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
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	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%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	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	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	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	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 Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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Schedule K-1
(Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and 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 CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20 -7294156

E Shareholder's name, address, city, state, and ZIP code
JOSH BERNSTEIN IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
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 section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
		A	0
11	Section 179 deduction	16	Items affecting shareholder basis
		C	209
12	Other deductions		
A	85		
		17	Other information
		A	536

* See attached statement for additional information.

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
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (i)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	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%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	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	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	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	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 Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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Schedule K-1
(Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and 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 CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20-7294143

E Shareholder's name, address, city, state, and ZIP code
MICHAEL BERNSTEIN IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
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 section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 209
12 A	Other deductions 85		
		17 A	Other information 536

* See attached statement for additional information.

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
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (i)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	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%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	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	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	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	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 Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Schedule K-1 (Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and 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 CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20-7294216

E Shareholder's name, address, city, state, and ZIP code
CARLY FRIEDSTEIN IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
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 section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 209
12 A	Other deductions 85		
		17 A	Other information 536

* See attached statement for additional information.

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.

1. Ordinary business income (loss). Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:

	Report on
Passive loss	See the Shareholder's Instructions
Passive income	Schedule E, line 28, column (g)
Nonpassive loss	Schedule E, line 28, column (h)
Nonpassive income	Schedule E, line 28, column (j)

2. Net rental real estate income (loss) — See the Shareholder's Instructions

3. Other net rental income (loss)

Net income	Schedule E, line 28, column (g)
Net loss	See the Shareholder's Instructions

4. Interest income — Form 1040, line 8a

5a. Ordinary dividends — Form 1040, line 9a

5b. Qualified dividends — Form 1040, line 9b

6. Royalties — Schedule E, line 4

7. Net short-term capital gain (loss) — Schedule D, line 5, column (f)

8a. Net long-term capital gain (loss) — Schedule D, line 12, column (f)

8b. Collectibles (28%) gain (loss) — 28% Rate Gain Worksheet, line 4 (Schedule D instructions)

8c. Unrecaptured section 1250 gain — See the Shareholder's Instructions

9. Net section 1231 gain (loss) — See the Shareholder's Instructions

10. Other income (loss)

Code		
A	Other portfolio income (loss)	See the Shareholder's Instructions
B	Involuntary conversions	See the Shareholder's Instructions
C	Sec. 1256 contracts & straddles	Form 6781, line 1
D	Mining exploration costs recapture	See Pub. 535
E	Other income (loss)	See the Shareholder's Instructions

11. Section 179 deduction — See the Shareholder's Instructions

12. Other deductions

A	Cash contributions (50%)	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%)	
G	Contributions (100%)	
H	Investment interest expense	Form 4952, line 1
I	Deductions—royalty income	Schedule E, line 18
J	Section 59(e)(2) expenditures	See the Shareholder's Instructions
K	Deductions—portfolio (2% floor)	Schedule A, line 23
L	Deductions—portfolio (other)	Schedule A, line 28
M	Preproductive period expenses	See the Shareholder's Instructions
N	Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
O	Reforestation expense deduction	See the Shareholder's Instructions
P	Domestic production activities information	See Form 8903 instructions
Q	Qualified production activities income	Form 8903, line 7b
R	Employer's Form W-2 wages	Form 8903, line 17
S	Other deductions	See the Shareholder's Instructions

13. Credits

A	Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
B	Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
C	Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
D	Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
E	Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
F	Other rental real estate credits	
G	Other rental credits	
H	Undistributed capital gains credit	Form 1040, line 71, box a
I	Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
J	Work opportunity credit	Form 5884, line 3
K	Disabled access credit	See the Shareholder's Instructions
L	Empowerment zone and renewal community employment credit	Form 8844, line 3
M	Credit for increasing research activities	See the Shareholder's Instructions
N	Credit for employer social security and Medicare taxes	Form 8846, line 5
O	Backup withholding	Form 1040, line 61
P	Other credits	See the Shareholder's Instructions

14. Foreign transactions

A	Name of country or U.S. possession	Form 1116, Part I
B	Gross income from all sources	
C	Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
D	Passive category	Form 1116, Part I
E	General category	
F	Other	
	Deductions allocated and apportioned at shareholder level	
G	Interest expense	Form 1116, Part I
H	Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
I	Passive category	Form 1116, Part I
J	General category	
K	Other	
	Other information	
L	Total foreign taxes paid	Form 1116, Part II
M	Total foreign taxes accrued	Form 1116, Part II
N	Reduction in taxes available for credit	Form 1116, line 12
O	Foreign trading gross receipts	Form 8873
P	Extraterritorial income exclusion	Form 8873
Q	Other foreign transactions	See the Shareholder's Instructions

15. Alternative minimum tax (AMT) items

A	Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
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	Form 1040, line 8b
B	Other tax-exempt income	See the Shareholder's Instructions
C	Nondeductible expenses	
D	Distributions	
E	Repayment of loans from shareholders	

17. Other information

A	Investment income	Form 4952, line 4a
B	Investment expenses	Form 4952, line 5
C	Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
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	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	Depletion information—oil and gas	
S	Amortization of reforestation costs	
T	Section 108(i) information	
U	Other information	

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Schedule K-1
(Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc.

► See back of form and 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 CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20-7294226

E Shareholder's name, address, city, state, and ZIP code
MAX FRIEDSTEIN IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
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 section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items A 0
11	Section 179 deduction	16	Items affecting shareholder basis C 209
12	Other deductions A 85		
		17	Other information A 536

* See attached statement for additional information.

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
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	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%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the instructions for Form 6251
	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	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	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	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 Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

671110

Schedule K-1
(Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and 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 CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20-7294232

E Shareholder's name, address, city, state, and ZIP code
JULIA IANTONI IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
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 section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 209
12 A	Other deductions 85		
		17 A	Other information 536

* See attached statement for additional information.

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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
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	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%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	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	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	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	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 Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

671110

Schedule K-1
(Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc.

► See back of form and 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 CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
20-7294203

E Shareholder's name, address, city, state, and ZIP code
MOLLY SIMON IRREV TRUST
C/O OPPENHEIMER TRUST COMPANY, TRUSTEE
18 COLUMBIA TURNPIKE
FLORHAM, PARK, NJ 07932

F Shareholder's percentage of stock ownership for tax year . . . . . 1.2 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 7,049	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 536		
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 section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 209
12 A	Other deductions 85		
		17 A	Other information 536

* See attached statement for additional information.

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
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (j)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	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%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	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	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	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	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 Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

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Schedule K-1
(Form 1120S)
Department of the Treasury
Internal Revenue Service

2010

For calendar year 2010, or tax year beginning _____, 2010
ending _____, 20____

☐ Final K-1 ☐ Amended K-1 OMB No. 1545-0130

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See back of form and 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 CORPORATE CIRCLE, SUITE 3010
BOCA RATON, FL 33487

C IRS Center where corporation filed return
OGDEN, UT

Part II Information About the Shareholder

D Shareholder's identifying number
212-54-9407

E Shareholder's name, address, city, state, and ZIP code
WILLIAM STANSBURY
6920 CAVIRO LANE
BOYNTON BEACH, FL 33437

F Shareholder's percentage of stock ownership for tax year . . . . . 10 %

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss) 58,741	13	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income 4,470		
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 section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15 A	Alternative minimum tax (AMT) items 0
11	Section 179 deduction	16 C	Items affecting shareholder basis 1,742
12 A	Other deductions 710		
		17 A	Other information 4,470

* See attached statement for additional information.

TS001568

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
1.	**Ordinary business income (loss).** Determine whether the income (loss) is passive or nonpassive and enter on your return as follows:	
	Passive loss	See the Shareholder's Instructions
	Passive income	Schedule E, line 28, column (g)
	Nonpassive loss	Schedule E, line 28, column (h)
	Nonpassive income	Schedule E, line 28, column (i)
2.	**Net rental real estate income (loss)**	See the Shareholder's Instructions
3.	**Other net rental income (loss)**	
	Net income	Schedule E, line 28, column (g)
	Net loss	See the Shareholder's Instructions
4.	**Interest income**	Form 1040, line 8a
5a.	**Ordinary dividends**	Form 1040, line 9a
5b.	**Qualified dividends**	Form 1040, line 9b
6.	**Royalties**	Schedule E, line 4
7.	**Net short-term capital gain (loss)**	Schedule D, line 5, column (f)
8a.	**Net long-term capital gain (loss)**	Schedule D, line 12, column (f)
8b.	**Collectibles (28%) gain (loss)**	28% Rate Gain Worksheet, line 4 (Schedule D instructions)
8c.	**Unrecaptured section 1250 gain**	See the Shareholder's Instructions
9.	**Net section 1231 gain (loss)**	See the Shareholder's Instructions
10.	**Other income (loss)**	
	Code	
	A Other portfolio income (loss)	See the Shareholder's Instructions
	B Involuntary conversions	See the Shareholder's Instructions
	C Sec. 1256 contracts & straddles	Form 6781, line 1
	D Mining exploration costs recapture	See Pub. 535
	E Other income (loss)	See the Shareholder's Instructions
11.	**Section 179 deduction**	See the Shareholder's Instructions
12.	**Other deductions**	
	A Cash contributions (50%)	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%)	
	G Contributions (100%)	
	H Investment interest expense	Form 4952, line 1
	I Deductions—royalty income	Schedule E, line 18
	J Section 59(e)(2) expenditures	See the Shareholder's Instructions
	K Deductions—portfolio (2% floor)	Schedule A, line 23
	L Deductions—portfolio (other)	Schedule A, line 28
	M Preproductive period expenses	See the Shareholder's Instructions
	N Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions
	O Reforestation expense deduction	See the Shareholder's Instructions
	P Domestic production activities information	See Form 8903 instructions
	Q Qualified production activities income	Form 8903, line 7b
	R Employer's Form W-2 wages	Form 8903, line 17
	S Other deductions	See the Shareholder's Instructions
13.	**Credits**	
	A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings	See the Shareholder's Instructions
	B Low-income housing credit (other) from pre-2008 buildings	See the Shareholder's Instructions
	C Low-income housing credit (section 42(j)(5)) from post-2007 buildings	Form 8586, line 11
	D Low-income housing credit (other) from post-2007 buildings	Form 8586, line 11
	E Qualified rehabilitation expenditures (rental real estate)	See the Shareholder's Instructions
	F Other rental real estate credits	
	G Other rental credits	
	H Undistributed capital gains credit	Form 1040, line 71, box a
	I Alcohol and cellulosic biofuel fuels credit	Form 6478, line 8
	J Work opportunity credit	Form 5884, line 3
	K Disabled access credit	See the Shareholder's Instructions
	L Empowerment zone and renewal community employment credit	Form 8844, line 3
	M Credit for increasing research activities	See the Shareholder's Instructions
	N Credit for employer social security and Medicare taxes	Form 8846, line 5
	O Backup withholding	Form 1040, line 61
	P Other credits	See the Shareholder's Instructions
14.	**Foreign transactions**	
	A Name of country or U.S. possession	Form 1116, Part I
	B Gross income from all sources	
	C Gross income sourced at shareholder level	
	Foreign gross income sourced at corporate level	
	D Passive category	Form 1116, Part I
	E General category	
	F Other	
	Deductions allocated and apportioned at shareholder level	
	G Interest expense	Form 1116, Part I
	H Other	Form 1116, Part I
	Deductions allocated and apportioned at corporate level to foreign source income	
	I Passive category	Form 1116, Part I
	J General category	
	K Other	
	Other information	
	L Total foreign taxes paid	Form 1116, Part II
	M Total foreign taxes accrued	Form 1116, Part II
	N Reduction in taxes available for credit	Form 1116, line 12
	O Foreign trading gross receipts	Form 8873
	P Extraterritorial income exclusion	Form 8873
	Q Other foreign transactions	See the Shareholder's Instructions
15.	**Alternative minimum tax (AMT) items**	
	A Post-1986 depreciation adjustment	See the Shareholder's Instructions and the Instructions for Form 6251
	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	Form 1040, line 8b
	B Other tax-exempt income	See the Shareholder's Instructions
	C Nondeductible expenses	
	D Distributions	
	E Repayment of loans from shareholders	
17.	**Other information**	
	A Investment income	Form 4952, line 4a
	B Investment expenses	Form 4952, line 5
	C Qualified rehabilitation expenditures (other than rental real estate)	See the Shareholder's Instructions
	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	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 Depletion information—oil and gas	
	S Amortization of reforestation costs	
	T Section 108(i) information	
	U Other information	

Credits

10/12/12	opening balance	$15,062.42
11/2/12	Wells Fargo	206.63
1/18/13	US Life Insurance	50,800.08
1/25/13	Legacy Bank acct tsfr	369.25
2/15/13	Monarch Life Ins. & US Treasury	4,360.00
9/25/13	Cincinnati Life Ins	7,685.00

Debits

	ck #		
11/1/12	282490	$6,448.55	T&S
11/8/12	282491	862.94	T&S
12/14/12	282492	5,876.20	T&S
5/30/13	503	237.50	jewelry appraisal
6/10/13	504	3,797.50	Manceri
6/24/13	505	20,000.00	T&S
6/26/13	506	301.73	T&S costs
9/17/13	507	1,448.00	Manceri

Account Title	Post Date	Description	Credit($)	Debit($)
SIMON L BERNSTEIN TRUST	10/22/2013	CHECK TRAN DATE:20131022 POSTING DATE:20131022 CHECK NUMBER:107		8,277.00
SIMON L BERNSTEIN TRUST	10/03/2013	CHECK TRAN DATE:20131003 POSTING DATE:20131003 CHECK NUMBER:106		15,146.12
SIMON L BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:101		8,237.60
SIMON L BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:104		500.00
SIMON L BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:105		500.00
SIMON L BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:102		595.05
SIMON L BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:103		500.00
SIMON L BERNSTEIN TRUST	11/02/2012	FUNDS TRANSFERRED FROM PRN A/C# W5000 TO DDA A/C# 8083 AS REQUESTED	39,000.00	
SIMON L BERNSTEIN TRUST	10/23/2012	FUNDS TRANSFERRED FROM PRN A/C# A0007 TO DDA A/C# 8083 AS REQUESTED	60,000.00	
			99,000.00	**33,755.77**

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Account Title	Post Date	Description	Credit($)	Debit($)
ESTATE OF SIMON L. BERNSTEIN	08/29/2013	CHECK TRAN DATE:20130829 POSTING DATE:20130829 CHECK NUMBER:106	T+S	12,000.00
ESTATE OF SIMON L. BERNSTEIN	08/26/2013	CHECK TRAN DATE:20130826 POSTING DATE:20130826 CHECK NUMBER:105	Manc	7,009.50
ESTATE OF SIMON L. BERNSTEIN	06/27/2013	CHECK TRAN DATE:20130627 POSTING DATE:20130627 CHECK NUMBER:104	T+S	20,000.00
ESTATE OF SIMON L. BERNSTEIN	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:103	Taxes	2,861.25
ESTATE OF SIMON L. BERNSTEIN	11/05/2012	FUNDS TRANSFERRED FROM DDA A/C# 97231 TO DDA A/C# 15220 AS REQUESTED	0.26	
ESTATE OF SIMON L. BERNSTEIN	11/01/2012	CHECK TRAN DATE:20121101 POSTING DATE:20121101 CHECK NUMBER:101	T+S	25,000.00
ESTATE OF SIMON L. BERNSTEIN	10/24/2012	FUNDS TRANSFERRED FROM DDA A/C# 97231 TO DDA A/C# 15220 AS REQUESTED	67,402.08	
			67,402.34	**66,870.75**

S. Estate

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Account Title	Post Date	Description	Credit($)	Debit($)
SHIRLEY BERNSTEIN TRUST	10/25/2013	WAC ORIG CO NAME:FPL DIRECT DEBIT ORIG ID:3590247775 DESC DATE:10/13 CO ENTRY DESCR:ELEC PYMT SEC:TEL TRACE#:111000010146509 EED:131025 IND ID:5311150311 TELV IND NAME:THE BERNSTEIN FAMILY R 00000000000000000000 TRN: 2970146509TC		536.79
SHIRLEY BERNSTEIN TRUST	10/24/2013	INTERNAL TRANSFER OF FUNDS AS REQUESTED		120.00
SHIRLEY BERNSTEIN TRUST	10/24/2013	CHECK TRAN DATE:20131024 POSTING DATE:20131024 CHECK NUMBER:230		5,000.00
SHIRLEY BERNSTEIN TRUST	10/21/2013	CHECK TRAN DATE:20131021 POSTING DATE:20131021 CHECK NUMBER:226		20,000.00
SHIRLEY BERNSTEIN TRUST	10/21/2013	CHECK TRAN DATE:20131021 POSTING DATE:20131021 CHECK NUMBER:228		225.00
SHIRLEY BERNSTEIN TRUST	10/21/2013	CHECK TRAN DATE:20131021 POSTING DATE:20131021 CHECK NUMBER:222		33.89
SHIRLEY BERNSTEIN TRUST	10/18/2013	CHECK TRAN DATE:20131018 POSTING DATE:20131018 CHECK NUMBER:223		423.00
SHIRLEY BERNSTEIN TRUST	10/18/2013	CHECK TRAN DATE:20131018 POSTING DATE:20131018 CHECK NUMBER:224		5,460.28
SHIRLEY BERNSTEIN TRUST	10/18/2013	CHECK TRAN DATE:20131018 POSTING DATE:20131018 CHECK NUMBER:225		1,616.52
SHIRLEY BERNSTEIN TRUST	10/15/2013	CHECK TRAN DATE:20131015 POSTING DATE:20131015 CHECK NUMBER:227		5,800.00
SHIRLEY BERNSTEIN TRUST	10/15/2013	CHECK TRAN DATE:20131015 POSTING DATE:20131015 CHECK NUMBER:221		275.00
SHIRLEY BERNSTEIN TRUST	10/11/2013	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		696.81
SHIRLEY BERNSTEIN TRUST	10/08/2013	CHECK TRAN DATE:20131008 POSTING DATE:20131008 CHECK NUMBER:218		3,750.00
SHIRLEY BERNSTEIN TRUST	10/08/2013	CHECK TRAN DATE:20131008 POSTING DATE:20131008 CHECK NUMBER:216		2,811.86
SHIRLEY BERNSTEIN TRUST	10/07/2013	CHECK TRAN DATE:20131007 POSTING DATE:20131007 CHECK NUMBER:220		250.50
SHIRLEY BERNSTEIN TRUST	10/04/2013	CHECK TRAN DATE:20131004 POSTING DATE:20131004 CHECK NUMBER:217		197.00
SHIRLEY BERNSTEIN TRUST	10/04/2013	CHECK TRAN DATE:20131004 POSTING DATE:20131004 CHECK NUMBER:219		10,000.00
SHIRLEY BERNSTEIN TRUST	10/03/2013	CHECK TRAN DATE:20131003 POSTING DATE:20131003 CHECK NUMBER:214		2,000.00
SHIRLEY BERNSTEIN TRUST	09/30/2013	CHECK TRAN DATE:20130930 POSTING DATE:20130930 CHECK NUMBER:215		185.00
SHIRLEY BERNSTEIN TRUST	09/24/2013	CHECK TRAN DATE:20130924 POSTING DATE:20130924 CHECK NUMBER:212		40,929.00
SHIRLEY BERNSTEIN TRUST	09/23/2013	CHECK TRAN DATE:20130923 POSTING DATE:20130923 CHECK NUMBER:213		267.50
SHIRLEY BERNSTEIN TRUST	09/17/2013	CHECK TRAN DATE:20130917 POSTING DATE:20130917 CHECK NUMBER:210		978.58
SHIRLEY BERNSTEIN TRUST	09/16/2013	CHECK TRAN DATE:20130916 POSTING DATE:20130916 CHECK NUMBER:208		846.00
SHIRLEY BERNSTEIN TRUST	09/16/2013	CHECK TRAN DATE:20130916 POSTING DATE:20130916 CHECK NUMBER:211		211.00
SHIRLEY BERNSTEIN TRUST	09/16/2013	CHECK TRAN DATE:20130916 POSTING DATE:20130916 CHECK NUMBER:209		17.00

Account Title	Post Date	Description	Credit($)	Debit($)
SHIRLEY BERNSTEIN TRUST	09/12/2013	CHECK TRAN DATE:20130912 POSTING DATE:20130912 CHECK NUMBER:207		25,000.00
SHIRLEY BERNSTEIN TRUST	09/09/2013	CHECK TRAN DATE:20130909 POSTING DATE:20130909 CHECK NUMBER:205		267.50
SHIRLEY BERNSTEIN TRUST	09/09/2013	CHECK TRAN DATE:20130909 POSTING DATE:20130909 CHECK NUMBER:206		10,000.00
SHIRLEY BERNSTEIN TRUST	09/09/2013	CHECK TRAN DATE:20130909 POSTING DATE:20130909 CHECK NUMBER:203		1,428.98
SHIRLEY BERNSTEIN TRUST	09/06/2013	CHECK TRAN DATE:20130906 POSTING DATE:20130906 CHECK NUMBER:204		423.00
SHIRLEY BERNSTEIN TRUST	09/06/2013	FEDWIRE DEBIT VIA: NORTHERN CHGO/071000152 A/C: INCOMING TRUST WIRE ACCOUNT BEN: PAM SIMON TRUSTEE FBO MOLLY SIDTD 07 25 2012 IMAD: C005851 TRN: 249ES		80,000.00
SHIRLEY BERNSTEIN TRUST	09/06/2013	FEDWIRE DEBIT VIA: FNB OMAHA/0016 A/C: TD AMERITRADE CLEARING INC BEN: JILL B LANTONI TR FBO SIMON BERNSTEIN TRUST UA 9 13 12 REF:/TIME/17:26 IMAD: C004920 TRN: 249ES		80,000.00
SHIRLEY BERNSTEIN TRUST	09/06/2013	FEDWIRE DEBIT VIA: CITIBANK NYC/0089 A/C: GOLDMAN SACHS AND CO BEN: MAX FRIEDSTEIN UNDER THE SIMONBERNSTEIN TRUST REF: FBO MAX FRIEDSTEIN UNDER THE SIMON L BERNSTEIN TRUST IMAD: C004338 TRN: 249ES		80,000.00
SHIRLEY BERNSTEIN TRUST	09/06/2013	FEDWIRE DEBIT VIA: FNB OMAHA/0016 A/C: TD AMERITRADE CLEARING INC BEN: TED BERNSTEIN TR FBO MICHAEL TRUST UL JULY 25 2012 REF:/TIME/17:24 IMAD: C004879 TRN: 249ES		80,000.00
SHIRLEY BERNSTEIN TRUST	09/06/2013	FEDWIRE DEBIT VIA: CITIBANK NYC/0089 A/C: GOLDMAN SACHS AND CO BEN: CARLEY FRIEDSTEIN UNDER THE SIL BERNSTEIN TRUST REF: FBO CARLEY FRIEDSTEIN UNDER THE SIMON L BERNSTEIN TRUST IMAD: C008521 TRN: 249ES		80,000.00
SHIRLEY BERNSTEIN TRUST	09/06/2013	FEDWIRE DEBIT VIA: FNB OMAHA/0016 A/C: TD AMERITRADE CLEARING INC BEN: TED BERNSTEIN TR FBO ERIC BERNJULY 25 2012 REF:/TIME/17:24 IMAD: C004876 TRN: 249ES		80,000.00
SHIRLEY BERNSTEIN TRUST	09/06/2013	FEDWIRE DEBIT VIA: FNB OMAHA/0016 A/C: TD AMERITRADE CLEARING INC BEN: TED BERNSTEIN TR FBO ALEXANDRATRUST UL JULY 25 2012 REF:/TIME/16:58 IMAD:C005239 TRN: 249ES		80,000.00
SHIRLEY BERNSTEIN TRUST	09/05/2013	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		1,527.09
SHIRLEY BERNSTEIN TRUST	09/03/2013	CHECK TRAN DATE:20130903 POSTING DATE:20130903 CHECK NUMBER:202		170.00
SHIRLEY BERNSTEIN TRUST	08/30/2013	CHECK TRAN DATE:20130830 POSTING DATE:20130830 CHECK NUMBER:199		25.40

Account Title	Post Date	Description	Credit($)	Debit($)
SHIRLEY BERNSTEIN TRUST	08/30/2013	CHECK TRAN DATE:20130830 POSTING DATE:20130830 CHECK NUMBER:201		1,653.50
SHIRLEY BERNSTEIN TRUST	08/29/2013	CHECK TRAN DATE:20130829 POSTING DATE:20130829 CHECK NUMBER:200		280.00
SHIRLEY BERNSTEIN TRUST	08/26/2013	CHECK TRAN DATE:20130826 POSTING DATE:20130826 CHECK NUMBER:198		125.00
SHIRLEY BERNSTEIN TRUST	08/22/2013	CHECK TRAN DATE:20130822 POSTING DATE:20130822 CHECK NUMBER:197		10,000.00
SHIRLEY BERNSTEIN TRUST	08/20/2013	CHECK TRAN DATE:20130820 POSTING DATE:20130820 CHECK NUMBER:193		5,695.00
SHIRLEY BERNSTEIN TRUST	08/19/2013	CHECK TRAN DATE:20130819 POSTING DATE:20130819 CHECK NUMBER:195		160.00
SHIRLEY BERNSTEIN TRUST	08/16/2013	CHECK TRAN DATE:20130816 POSTING DATE:20130816 CHECK NUMBER:192		109.32
SHIRLEY BERNSTEIN TRUST	08/15/2013	CHECK TRAN DATE:20130815 POSTING DATE:20130815 CHECK NUMBER:194		3,000.00
SHIRLEY BERNSTEIN TRUST	08/12/2013	CHECK TRAN DATE:20130812 POSTING DATE:20130812 CHECK NUMBER:191		165.00
SHIRLEY BERNSTEIN TRUST	08/08/2013	PCG AIGPCGPAYS AIGPCG000239178 TEL ID: 1061078320		1,266.00
SHIRLEY BERNSTEIN TRUST	08/06/2013	CHECK TRAN DATE:20130806 POSTING DATE:20130806 CHECK NUMBER:188		1,432.42
SHIRLEY BERNSTEIN TRUST	08/05/2013	CHECK TRAN DATE:20130805 POSTING DATE:20130805 CHECK NUMBER:190		15,000.00
SHIRLEY BERNSTEIN TRUST	08/02/2013	CHECK TRAN DATE:20130802 POSTING DATE:20130802 CHECK NUMBER:189		200.00
SHIRLEY BERNSTEIN TRUST	07/24/2013	CHECK TRAN DATE:20130724 POSTING DATE:20130724 CHECK NUMBER:185		2,473.80
SHIRLEY BERNSTEIN TRUST	07/19/2013	CHECK TRAN DATE:20130719 POSTING DATE:20130719 CHECK NUMBER:187		195.00
SHIRLEY BERNSTEIN TRUST	07/18/2013	CHECK TRAN DATE:20130718 POSTING DATE:20130718 CHECK NUMBER:186		2,600.00
SHIRLEY BERNSTEIN TRUST	07/17/2013	CHECK TRAN DATE:20130717 POSTING DATE:20130717 CHECK NUMBER:184		423.00
SHIRLEY BERNSTEIN TRUST	07/16/2013	CHECK TRAN DATE:20130716 POSTING DATE:20130716 CHECK NUMBER:183		1,499.52
SHIRLEY BERNSTEIN TRUST	07/15/2013	CHECK TRAN DATE:20130715 POSTING DATE:20130715 CHECK NUMBER:182		5,245.00
SHIRLEY BERNSTEIN TRUST	07/15/2013	CHECK TRAN DATE:20130715 POSTING DATE:20130715 CHECK NUMBER:181		232.50
SHIRLEY BERNSTEIN TRUST	07/12/2013	CHECK TRAN DATE:20130712 POSTING DATE:20130712 CHECK NUMBER:179		25.40
SHIRLEY BERNSTEIN TRUST	07/11/2013	CHECK TRAN DATE:20130711 POSTING DATE:20130711 CHECK NUMBER:180		60.00
SHIRLEY BERNSTEIN TRUST	07/08/2013	CHECK TRAN DATE:20130708 POSTING DATE:20130708 CHECK NUMBER:178		165.00
SHIRLEY BERNSTEIN TRUST	07/05/2013	CHECK TRAN DATE:20130705 POSTING DATE:20130705 CHECK NUMBER:177		2,819.62
SHIRLEY BERNSTEIN TRUST	07/03/2013	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		1,158.23
SHIRLEY BERNSTEIN TRUST	07/02/2013	CHECK TRAN DATE:20130702 POSTING DATE:20130702 CHECK NUMBER:174		70.00
SHIRLEY BERNSTEIN TRUST	07/02/2013	CHECK TRAN DATE:20130702 POSTING DATE:20130702 CHECK NUMBER:176		1,139.95
SHIRLEY BERNSTEIN TRUST	06/28/2013	CHECK TRAN DATE:20130628 POSTING DATE:20130628 CHECK NUMBER:175		129.14

Account Title	Post Date	Description	Credit($)	Debit($)
SHIRLEY BERNSTEIN TRUST	06/25/2013	CHECK TRAN DATE:20130625 POSTING DATE:20130625 CHECK NUMBER:173		80.00
SHIRLEY BERNSTEIN TRUST	06/25/2013	CHECK TRAN DATE:20130625 POSTING DATE:20130625 CHECK NUMBER:172		1,897.02
SHIRLEY BERNSTEIN TRUST	06/13/2013	CHECK TRAN DATE:20130613 POSTING DATE:20130613 CHECK NUMBER:171		60.00
SHIRLEY BERNSTEIN TRUST	06/13/2013	CHECK TRAN DATE:20130613 POSTING DATE:20130613 CHECK NUMBER:168		60.00
SHIRLEY BERNSTEIN TRUST	06/11/2013	CHECK TRAN DATE:20130611 POSTING DATE:20130611 CHECK NUMBER:169		25.40
SHIRLEY BERNSTEIN TRUST	06/11/2013	CHECK TRAN DATE:20130611 POSTING DATE:20130611 CHECK NUMBER:170		1,432.92
SHIRLEY BERNSTEIN TRUST	06/03/2013	CHECK TRAN DATE:20130603 POSTING DATE:20130603 CHECK NUMBER:167		440.00
SHIRLEY BERNSTEIN TRUST	05/30/2013	CHECK TRAN DATE:20130530 POSTING DATE:20130530 CHECK NUMBER:166		60.00
SHIRLEY BERNSTEIN TRUST	05/29/2013	CHECK TRAN DATE:20130529 POSTING DATE:20130529 CHECK NUMBER:163		4,755.37
SHIRLEY BERNSTEIN TRUST	05/28/2013	CHECK TRAN DATE:20130528 POSTING DATE:20130528 CHECK NUMBER:165		530.00
SHIRLEY BERNSTEIN TRUST	05/28/2013	CHECK TRAN DATE:20130528 POSTING DATE:20130528 CHECK NUMBER:162		175.00
SHIRLEY BERNSTEIN TRUST	05/24/2013	CHECK TRAN DATE:20130524 POSTING DATE:20130524 CHECK NUMBER:164		1,793.70
SHIRLEY BERNSTEIN TRUST	05/23/2013	CHECK TRAN DATE:20130523 POSTING DATE:20130523 CHECK NUMBER:161		70.00
SHIRLEY BERNSTEIN TRUST	05/23/2013	CHECK TRAN DATE:20130523 POSTING DATE:20130523 CHECK NUMBER:159		60.00
SHIRLEY BERNSTEIN TRUST	05/17/2013	CHECK TRAN DATE:20130517 POSTING DATE:20130517 CHECK NUMBER:160		615.07
SHIRLEY BERNSTEIN TRUST	05/16/2013	CHECK TRAN DATE:20130516 POSTING DATE:20130516 CHECK NUMBER:156		7,500.00
SHIRLEY BERNSTEIN TRUST	05/13/2013	CHECK TRAN DATE:20130513 POSTING DATE:20130513 CHECK NUMBER:157		2,602.40
SHIRLEY BERNSTEIN TRUST	05/10/2013	CHECK TRAN DATE:20130510 POSTING DATE:20130510 CHECK NUMBER:154		31.06
SHIRLEY BERNSTEIN TRUST	05/10/2013	CHECK TRAN DATE:20130510 POSTING DATE:20130510 CHECK NUMBER:155		60.00
SHIRLEY BERNSTEIN TRUST	05/10/2013	CHECK TRAN DATE:20130510 POSTING DATE:20130510 CHECK NUMBER:151		60.00
SHIRLEY BERNSTEIN TRUST	05/09/2013	INTERNAL TRANSFER OF FUNDS FROM 8117 TO W5000		85,000.00
SHIRLEY BERNSTEIN TRUST	05/09/2013	CHECK TRAN DATE:20130509 POSTING DATE:20130509 CHECK NUMBER:158		770.00
SHIRLEY BERNSTEIN TRUST	05/08/2013	CHECK TRAN DATE:20130508 POSTING DATE:20130508 CHECK NUMBER:152		1,897.02
SHIRLEY BERNSTEIN TRUST	05/08/2013	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		671.47
SHIRLEY BERNSTEIN TRUST	05/02/2013	CHECK TRAN DATE:20130502 POSTING DATE:20130502 CHECK NUMBER:153		1,205.82
SHIRLEY BERNSTEIN TRUST	04/29/2013	CHECK TRAN DATE:20130429 POSTING DATE:20130429 CHECK NUMBER:148		7,183.96
SHIRLEY BERNSTEIN TRUST	04/26/2013	CHECK TRAN DATE:20130426 POSTING DATE:20130426 CHECK NUMBER:150		60.00
SHIRLEY BERNSTEIN TRUST	04/19/2013	CHECK TRAN DATE:20130419 POSTING DATE:20130419 CHECK NUMBER:147		200.00

Account Title	Post Date	Description	Credit($)	Debit($)
SHIRLEY BERNSTEIN TRUST	04/19/2013	FEDWIRE CREDIT VIA: BANK OF AMERICA, N.A./9593 B/O: ALL REGENCY TITLE COMPANY BOCA RATON, FL 33431-6300 REF: CHASE NYC/CTR/BNF=SHIRLEY BERNSTEIN TRUST AGREEMENT, BOCA RATON FL 33487-/AC-4780 RFB=O/B BK AMER NYC OBI=SALES PROCEEDS OUR FIIMAD : R006008 TRN: 9109FF	1,416,573.72	
SHIRLEY BERNSTEIN TRUST	04/12/2013	CHECK TRAN DATE:20130412 POSTING DATE:20130412 CHECK NUMBER:146		457.26
SHIRLEY BERNSTEIN TRUST	04/12/2013	CHECK TRAN DATE:20130412 POSTING DATE:20130412 CHECK NUMBER:144		28.23
SHIRLEY BERNSTEIN TRUST	04/11/2013	INTERNAL TRANSFER OF FUNDS FROM W5000 TO 8117	35,000.00	
SHIRLEY BERNSTEIN TRUST	04/11/2013	CHECK TRAN DATE:20130411 POSTING DATE:20130411 CHECK NUMBER:145		423.00
SHIRLEY BERNSTEIN TRUST	04/10/2013	FPL DIRECT DEBIT ELEC PYMT 6696986220 TELV TEL ID: 3590247775		57.87
SHIRLEY BERNSTEIN TRUST	04/10/2013	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		411.15
SHIRLEY BERNSTEIN TRUST	04/04/2013	CHECK TRAN DATE:20130404 POSTING DATE:20130404 CHECK NUMBER:142		676.00
SHIRLEY BERNSTEIN TRUST	03/25/2013	CHECK TRAN DATE:20130325 POSTING DATE:20130325 CHECK NUMBER:140		900.00
SHIRLEY BERNSTEIN TRUST	03/22/2013	CHECK TRAN DATE:20130322 POSTING DATE:20130322 CHECK NUMBER:141		713.96
SHIRLEY BERNSTEIN TRUST	03/14/2013	CHECK TRAN DATE:20130314 POSTING DATE:20130314 CHECK NUMBER:139		773.95
SHIRLEY BERNSTEIN TRUST	03/14/2013	FPL DIRECT DEBIT ELEC PYMT 6696986220 TELV TEL ID: 3590247775		177.15
SHIRLEY BERNSTEIN TRUST	03/14/2013	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		2,109.64
SHIRLEY BERNSTEIN TRUST	03/07/2013	CHECK TRAN DATE:20130307 POSTING DATE:20130307 CHECK NUMBER:138		664.67
SHIRLEY BERNSTEIN TRUST	03/04/2013	CHECK TRAN DATE:20130304 POSTING DATE:20130304 CHECK NUMBER:135		82.95
SHIRLEY BERNSTEIN TRUST	03/01/2013	OVERDRAFT INTEREST CHARGE 02 01 - 28,2013 BALANCE ON WHICH INTEREST IS COMPUTED: $1,209 EFFECTIVE RATE: 07.24% TRN: 170XO		6.81
SHIRLEY BERNSTEIN TRUST	03/01/2013	CHECK TRAN DATE:20130301 POSTING DATE:20130301 CHECK NUMBER:136		3,070.41
SHIRLEY BERNSTEIN TRUST	02/28/2013	CHECK TRAN DATE:20130228 POSTING DATE:20130228 CHECK NUMBER:137		762.29
SHIRLEY BERNSTEIN TRUST	02/28/2013	CHECK # 134 FPL PAYMENT CTR BILL PYMT ARC ID: LBX025576		472.46
SHIRLEY BERNSTEIN TRUST	02/21/2013	CHECK TRAN DATE:20130221 POSTING DATE:20130221 CHECK NUMBER:133		575.00
SHIRLEY BERNSTEIN TRUST	02/20/2013	CHECK TRAN DATE:20130220 POSTING DATE:20130220 CHECK NUMBER:132		21,382.13
SHIRLEY BERNSTEIN TRUST	02/20/2013	CHECK TRAN DATE:20130220 POSTING DATE:20130220 CHECK NUMBER:130		600.00
SHIRLEY BERNSTEIN TRUST	02/19/2013	CHECK TRAN DATE:20130219 POSTING DATE:20130219 CHECK NUMBER:131		423.00
SHIRLEY BERNSTEIN TRUST	02/08/2013	CHECK TRAN DATE:20130208 POSTING DATE:20130208 CHECK NUMBER:129		1,575.00

Account Title	Post Date	Description	Credit($)	Debit($)
SHIRLEY BERNSTEIN TRUST	02/05/2013	FUNDS TRANSFERRED FROM ASSET AC# W5000 TO DDA AC# 8117 AS REQUESTED	50,000.00	
SHIRLEY BERNSTEIN TRUST	02/05/2013	CHECK TRAN DATE:20130205 POSTING DATE:20130205 CHECK NUMBER:127		110.00
SHIRLEY BERNSTEIN TRUST	02/05/2013	CHECK TRAN DATE:20130205 POSTING DATE:20130205 CHECK NUMBER:125		38.00
SHIRLEY BERNSTEIN TRUST	02/04/2013	CHECK TRAN DATE:20130204 POSTING DATE:20130204 CHECK NUMBER:128		1,429.90
SHIRLEY BERNSTEIN TRUST	02/01/2013	OVERDRAFT INTEREST CHARGE 01 01 - 31,2013 BALANCE ON WHICH INTEREST IS COMPUTED: $1,618 EFFECTIVE RATE: 07.24% TRN: 0321000203XO		10.09
SHIRLEY BERNSTEIN TRUST	01/31/2013	CHECK TRAN DATE:20130131 POSTING DATE:20130131 CHECK NUMBER:126		1,085.00
SHIRLEY BERNSTEIN TRUST	01/25/2013	CHECK TRAN DATE:20130125 POSTING DATE:20130125 CHECK NUMBER:124		10,234.13
SHIRLEY BERNSTEIN TRUST	01/24/2013	FPL DIRECT DEBIT ELEC PYMT 6696986220 TELV TEL ID: 3590247775		79.26
SHIRLEY BERNSTEIN TRUST	01/24/2013	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		471.73
SHIRLEY BERNSTEIN TRUST	01/18/2013	CHECK TRAN DATE:20130118 POSTING DATE:20130118 CHECK NUMBER:122		423.00
SHIRLEY BERNSTEIN TRUST	01/17/2013	CHECK TRAN DATE:20130117 POSTING DATE:20130117 CHECK NUMBER:123		30,000.00
SHIRLEY BERNSTEIN TRUST	01/08/2013	CHECK TRAN DATE:20130108 POSTING DATE:20130108 CHECK NUMBER:121		255.00
SHIRLEY BERNSTEIN TRUST	01/04/2013	CHECK TRAN DATE:20130104 POSTING DATE:20130104 CHECK NUMBER:119		700.00
SHIRLEY BERNSTEIN TRUST	01/04/2013	FPL DIRECT DEBIT ELEC PYMT 6696986220 TELV TEL ID: 3590247775		122.71
SHIRLEY BERNSTEIN TRUST	12/27/2012	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		449.36
SHIRLEY BERNSTEIN TRUST	12/27/2012	PBC WATER UTILI WATER BILL 1000104908 PPD ID: 1596000785		418.17
SHIRLEY BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:116		8,237.60
SHIRLEY BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:117		595.05
SHIRLEY BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:120		671.26
SHIRLEY BERNSTEIN TRUST	12/26/2012	CHECK TRAN DATE:20121226 POSTING DATE:20121226 CHECK NUMBER:114		2,855.80
SHIRLEY BERNSTEIN TRUST	12/14/2012	CHECK TRAN DATE:20121214 POSTING DATE:20121214 CHECK NUMBER:113		272.00
SHIRLEY BERNSTEIN TRUST	12/12/2012	CHECK TRAN DATE:20121212 POSTING DATE:20121212 CHECK NUMBER:110		11,764.10
SHIRLEY BERNSTEIN TRUST	12/11/2012	CHECK TRAN DATE:20121211 POSTING DATE:20121211 CHECK NUMBER:112		550.00
SHIRLEY BERNSTEIN TRUST	11/30/2012	CHECK TRAN DATE:20121130 POSTING DATE:20121130 CHECK NUMBER:109		275.00
SHIRLEY BERNSTEIN TRUST	11/30/2012	FPL DIRECT DEBIT ELEC PYMT 6696986220 TELV TEL ID: 3590247775		697.16
SHIRLEY BERNSTEIN TRUST	11/30/2012	FPL DIRECT DEBIT ELEC PYMT 1125914323 TELV TEL ID: 3590247775		1,920.59

Account Title	Post Date	Description	Credit($)	Debit($)
SHIRLEY BERNSTEIN TRUST	11/29/2012	CHECK TRAN DATE:20121129 POSTING DATE:20121129 CHECK NUMBER:108		320.00
SHIRLEY BERNSTEIN TRUST	11/16/2012	CHECK TRAN DATE:20121116 POSTING DATE:20121116 CHECK NUMBER:107		1,172.50
SHIRLEY BERNSTEIN TRUST	11/08/2012	CHECK TRAN DATE:20121108 POSTING DATE:20121108 CHECK NUMBER:106		1,382.91
SHIRLEY BERNSTEIN TRUST	11/08/2012	CHECK TRAN DATE:20121108 POSTING DATE:20121108 CHECK NUMBER:105		13,221.00
SHIRLEY BERNSTEIN TRUST	11/02/2012	FUNDS TRANSFERRED FROM PRN A/C# W5000 TO DDA A/C# 8117 AS REQUESTED	39,000.00	
SHIRLEY BERNSTEIN TRUST	11/01/2012	CHECK TRAN DATE:20121101 POSTING DATE:20121101 CHECK NUMBER:104		735.00
SHIRLEY BERNSTEIN TRUST	11/01/2012	CHECK TRAN DATE:20121101 POSTING DATE:20121101 CHECK NUMBER:102		5,502.16
SHIRLEY BERNSTEIN TRUST	11/01/2012	CHECK TRAN DATE:20121101 POSTING DATE:20121101 CHECK NUMBER:103		690.00
SHIRLEY BERNSTEIN TRUST	10/30/2012	CHECK TRAN DATE:20121030 POSTING DATE:20121030 CHECK NUMBER:101		11,996.75
SHIRLEY BERNSTEIN TRUST	10/23/2012	FUNDS TRANSFERRED FROM PRN A/C# A0007 TO DDA A/C# 8117 AS REQUESTED	60,000.00	
			1,600,573.72	**1,023,119.47**

*This presentation has been prepared for information purposes only. Nothing in this material is intended to be a solicitation for any product or service offered by JPMorgan Private Bank or any of its affiliates. Information contained herein has been obtained from sources believed to be reliable but we do not guarantee its accuracy or completeness and accept no responsibility for any direct or consequential losses arising from its use. Workstation Data as of October 25, 2013

Account Name	Tax Code Description	Description	Quantity	Cost($)	Principal($)	Income($)	Symbol	Post Date
BERNSTEIN FAMILY LLLP	Dividend	@ 0.19 PER SHARE GENERAL ELECTRIC CO	1,500.00	0.00	0.00	285.00	GE	10/25/2013
BERNSTEIN FAMILY LLLP	Dividend	KIMBERLY-CLARK CORP @ 0.81 PER SHARE	250.00	202.50	202.50	0.00	KMB	10/02/2013
BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 09/01/13 - 09/30/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $98,085.64 AS OF 10/01/13	0.00	0.90	0.90	0.00		10/01/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	2,000.00	162.60	162.60	0.00	EXG	09/30/2013
BERNSTEIN FAMILY LLLP	Dividend	MC DONALDS CORP @ 0.77 PER SHARE	500.00	385.00	385.00	0.00	MCD	09/17/2013
BERNSTEIN FAMILY LLLP	Dividend	JOHNSON & JOHNSON @ 0.66 PER SHARE	400.00	264.00	264.00	0.00	JNJ	09/10/2013
BERNSTEIN FAMILY LLLP	Dividend	PFIZER INC @ 0.24 PER SHARE	1,500.00	360.00	360.00	0.00	PFE	09/04/2013
BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 08/01/13 - 08/31/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $96,824.68 AS OF 09/01/13	0.00	0.93	0.93	0.00		09/03/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	2,000.00	162.60	162.60	0.00	EXG	08/30/2013

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BERNSTEIN FAMILY LLLP	Dividend	APPLE INC. @ 3.05 PER SHARE	125.00	381.25	381.25	0.00	AAPL	08/15/2013
BERNSTEIN FAMILY LLLP	Cash Distribution	EV ENERGY PARTNER LP	750.00	576.75	576.75	0.00	EVEP	08/14/2013
BERNSTEIN FAMILY LLLP	Dividend	VERIZON COMMUNICATIONS INC @ 0.515 PER SHARE	650.00	334.75	334.75	0.00	VZ	08/01/2013
BERNSTEIN FAMILY LLLP	Dividend	AT&T INC @ 0.45 PER SHARE	750.00	337.50	337.50	0.00	T	08/01/2013
BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 07/01/13 - 07/31/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $94,645.48 AS OF 08/01/13	0.00	0.93	0.93	0.00		08/01/2013
BERNSTEIN FAMILY LLLP	Dividend	BRISTOL MYERS SQUIBB CO @ 0.35 PER SHARE	1,000.00	350.00	350.00	0.00	BMY	08/01/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	2,000.00	162.60	162.60	0.00	EXG	07/31/2013
BERNSTEIN FAMILY LLLP	Dividend	DOW CHEMICAL CO @ 0.32 PER SHARE	725.00	232.00	232.00	0.00	DOW	07/30/2013
BERNSTEIN FAMILY LLLP	Dividend	GENERAL ELECTRIC CO @ 0.19 PER SHARE	1,500.00	285.00	285.00	0.00	GE	07/25/2013
BERNSTEIN FAMILY LLLP	Dividend	KIMBERLY-CLARK CORP @ 0.81 PER SHARE	250.00	202.50	202.50	0.00	KMB	07/02/2013

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BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 06/01/13 - 06/30/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $93,888.11 AS OF 07/01/13	0.00	0.90	0.90	0.00	07/01/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	2,000.00	162.60	162.60	0.00 EXG	06/28/2013
BERNSTEIN FAMILY LLLP	Dividend	MC DONALDS CORP @ 0.77 PER SHARE	500.00	385.00	385.00	0.00 MCD	06/17/2013
BERNSTEIN FAMILY LLLP	Misc. Receipt	INTERNAL TRANSFER OF FUNDS FROM A0007 TO W5000	0.00	0.71	0.71	0.00	06/12/2013
BERNSTEIN FAMILY LLLP	Dividend	JOHNSON & JOHNSON @ 0.66 PER SHARE	400.00	264.00	264.00	0.00 JNJ	06/11/2013
BERNSTEIN FAMILY LLLP	Dividend	PFIZER INC @ 0.24 PER SHARE	1,500.00	360.00	360.00	0.00 PFE	06/04/2013
BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 05/01/13 - 05/31/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $70,653.66 AS OF 06/01/13	0.00	0.63	0.63	0.00	06/03/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	2,000.00	162.60	162.60	0.00 EXG	05/31/2013
BERNSTEIN FAMILY LLLP	Dividend	APPLE INC. @ 3.05 PER SHARE	125.00	381.25	381.25	0.00 AAPL	05/16/2013
BERNSTEIN FAMILY LLLP	Cash Distribution	EV ENERGY PARTNER LP	750.00	576.00	576.00	0.00 EVEP	05/15/2013

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BERNSTEIN FAMILY LLLP	Misc. Receipt	INTERNAL TRANSFER OF FUNDS FROM 8117 TO W5000	0.00	85,000.00	85,000.00	0.00		05/09/2013
BERNSTEIN FAMILY LLLP	Dividend	BRISTOL MYERS SQUIBB CO @ 0.35 PER SHARE	1,000.00	350.00	350.00	0.00	BMY	05/01/2013
BERNSTEIN FAMILY LLLP	Dividend	AT&T INC @ 0.45 PER SHARE	750.00	337.50	337.50	0.00	T	05/01/2013
BERNSTEIN FAMILY LLLP	Dividend	VERIZON COMMUNICATIONS INC @ 0.515 PER SHARE	650.00	334.75	334.75	0.00	VZ	05/01/2013
BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 04/01/13 - 04/30/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $17,099.38 AS OF 05/01/13	0.00	0.10	0.10	0.00		05/01/2013
BERNSTEIN FAMILY LLLP	Dividend	DOW CHEMICAL CO @ 0.32 PER SHARE	725.00	232.00	232.00	0.00	DOW	04/30/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	2,000.00	162.60	162.60	0.00	EXG	04/30/2013
BERNSTEIN FAMILY LLLP	Dividend	GENERAL ELECTRIC CO @ 0.19 PER SHARE	1,500.00	285.00	285.00	0.00	GE	04/25/2013
BERNSTEIN FAMILY LLLP	Misc. Disbursement	INTERNAL TRANSFER OF FUNDS FROM W5000 TO 8117	0.00	-35,000.00	-35,000.00	0.00		04/11/2013
BERNSTEIN FAMILY LLLP	Dividend	KIMBERLY-CLARK CORP @ 0.81 PER SHARE	250.00	202.50	202.50	0.00	KMB	04/02/2013

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BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 03/01/13 - 03/31/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $15,660.05 AS OF 04/01/13	0.00	0.04	0.04	0.00		04/01/2013
BERNSTEIN FAMILY LLLP	Sale	GENERAL DYNAMICS CORP @ 59.3075 27,723.00 BROKERAGE 100.00 TAX &/OR SEC .63 J.P. MORGAN SECURITIES LLC TRADE DATE	-400.00	21,300.00	27,622.37	0.00	GD	03/28/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	2,000.00	162.60	162.60	0.00	EXG	03/28/2013
BERNSTEIN FAMILY LLLP	Dividend	MC DONALDS CORP @ 0.77 PER SHARE	500.00	385.00	385.00	0.00	MCD	03/15/2013
BERNSTEIN FAMILY LLLP	Dividend	JOHNSON & JOHNSON @ 0.61 PER SHARE	400.00	244.00	244.00	0.00	JNJ	03/12/2013
BERNSTEIN FAMILY LLLP	Dividend	PFIZER INC @ 0.24 PER SHARE	1,500.00	360.00	360.00	0.00	PFE	03/05/2013
BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 02/01/13 - 02/28/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $12,149.67 AS OF 03/01/13	0.00	0.04	0.04	0.00		03/01/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	2,000.00	162.60	162.60	0.00	EXG	02/28/2013
BERNSTEIN FAMILY LLLP	Cash Distribution	EV ENERGY PARTNER LP	750.00	575.25	575.25	0.00	EVEP	02/14/2013
BERNSTEIN FAMILY LLLP	Dividend	APPLE INC. @ 2.65 PER SHARE	125.00	331.25	331.25	0.00	AAPL	02/14/2013

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BERNSTEIN FAMILY LLLP	Sale	EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND @ 15.34507 26,853.87 BROKERAGE 175.00 TAX &/OR SEC .61 J.P.	-1,750.00	16,884.92	26,678.26	0.00	ETG	02/05/2013
BERNSTEIN FAMILY LLLP	Sale	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 9.44 14,160.00 BROKERAGE 180.00 TAX &/OR SEC .32 J.P.	-1,500.00	9,576.20	13,979.68	0.00	EXG	02/05/2013
BERNSTEIN FAMILY LLLP	Misc. Disbursement	FUNDS TRANSFERRED FROM ASSET AC# W5000 TO DDA AC# 8117 AS REQUESTED	0.00	-50,000.00	-50,000.00	0.00		02/05/2013
BERNSTEIN FAMILY LLLP	Dividend	VERIZON COMMUNICATIONS INC @ 0.515 PER SHARE	650.00	334.75	334.75	0.00	VZ	02/01/2013
BERNSTEIN FAMILY LLLP	Dividend	AT&T INC @ 0.45 PER SHARE	750.00	337.50	337.50	0.00	T	02/01/2013
BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 01/01/13 - 01/31/13 @ .01% RATE ON AVG COLLECTED BALANCE OF $18,077.64 AS OF 02/01/13	0.00	0.01	0.01	0.00		02/01/2013
BERNSTEIN FAMILY LLLP	Dividend	BRISTOL MYERS SQUIBB CO @ 0.35 PER SHARE	1,000.00	350.00	350.00	0.00	BMY	02/01/2013
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.0813 PER SHARE	3,500.00	284.55	284.55	0.00	EXG	01/31/2013
BERNSTEIN FAMILY LLLP	Cost Adjustment	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND RETURN OF CAPITAL ADJUSTMENT FOR 2012 DIVIDENDS	3,500.00	-3,032.96	0.00	0.00	EXG	01/28/2013
BERNSTEIN FAMILY LLLP	Dividend	GENERAL ELECTRIC CO @ 0.19 PER SHARE	1,500.00	285.00	285.00	0.00	GE	01/25/2013

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BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND @ 0.1025 PER SHARE	1,750.00	179.38	179.38	0.00	ETG	01/11/2013
BERNSTEIN FAMILY LLLP	Sale	CANADIAN GOVERNMENT - CAD 8% JUN 01 2023 DTD 08/17/1992 HELD BY EUROCLEAR ISIN CA135087UT96 SEDOL 2174293	-10,000.00	12,078.48	16,071.16	0.00		01/08/2013
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	CANADIAN GOVERNMENT - CAD 8% JUN 01 2023 DTD 08/17/1992 HELD BY EUROCLEAR ISIN CA135087UT96 SEDOL 2174293	21.92	21.98		22.16		01/08/2013
BERNSTEIN FAMILY LLLP	Receipt of Assets	CANADIAN GOVERNMENT - CAD 8% JUN 01 2023 DTD 08/17/1992 HELD BY EUROCLEAR ISIN CA135087UT96 SEDOL 2174293	10,000.00	12,078.48	15,856.68	0.00		01/07/2013
BERNSTEIN FAMILY LLLP	Free Delivery	GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 CANADIAN DEPOSITORY TRADE DATE 12/07/12 CLIENT REF 104342974	-10,000.00	12,048.78	-16,065.94	0.00		01/03/2013
BERNSTEIN FAMILY LLLP	Dividend	KIMBERLY-CLARK CORP @ 0.74 PER SHARE	250.00	185.00	185.00	0.00	KMB	01/03/2013
BERNSTEIN FAMILY LLLP	Interest	DEPOSIT SWEEP INTEREST FOR 12/01/12 - 12/31/12 @ .01% RATE ON AVG COLLECTED BALANCE OF $627,211.49 AS OF 01/01/13	0.00	5.30	5.30	0.00		01/02/2013
BERNSTEIN FAMILY LLLP	Free Delivery	TO REVERSE ENTRY OF 12/27/2012 GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 JPMORGAN CHASE BANK TRADE DATE	10,000.00	12,048.78	16,065.94	0.00		12/31/2012
BERNSTEIN FAMILY LLLP	Dividend	DOW CHEMICAL CO @ 0.32 PER SHARE	725.00	232.00	232.00	0.00	DOW	12/31/2012
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND @ 0.1025 PER SHARE	1,750.00	179.38	179.38	0.00	ETG	12/31/2012

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BERNSTEIN FAMILY LLLP	Misc Debit / Credit	DEBIT MEMORANDUM REF: INTEREST PAYMENT ON LOAN TRN: 0123643791DM	0.00	-1,475.21	-1,475.21	0.00		12/31/2012
BERNSTEIN FAMILY LLLP	Free Delivery	ENTRY REVERSED ON 12/31/2012 GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 JPMORGAN CHASE BANK TRADE DATE	-10,000.00	12,048.78	-16,065.94	0.00		12/27/2012
BERNSTEIN FAMILY LLLP	Free Delivery	TO REVERSE ENTRY OF 12/20/2012 GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 JPMORGAN CHASE BANK TRADE DATE	10,000.00	12,048.78	16,065.94	0.00		12/26/2012
BERNSTEIN FAMILY LLLP	Dividend	GENERAL DYNAMICS CORP @ 0.51 PER SHARE	400.00	204.00	204.00	0.00	GD	12/26/2012
BERNSTEIN FAMILY LLLP	Foreign Dividend	BP PLC SPONS ADR @ 0.54 PER SHARE	325.00		175.50	0.00	BP	12/24/2012
BERNSTEIN FAMILY LLLP	Receipt of Assets	TO REVERSE ENTRY OF 12/10/2012 CANADIAN GOVERNMENT - CAD 8% JUN 01 2023 DTD 08/17/1992 HELD BY EUROCLEAR ISIN	-10,000.00	12,187.10	16,035.58	0.00		12/21/2012
BERNSTEIN FAMILY LLLP	Free Delivery	ENTRY REVERSED ON 12/26/2012 GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 JPMORGAN CHASE BANK TRADE DATE	-10,000.00	12,048.78	-16,065.94	0.00		12/20/2012
BERNSTEIN FAMILY LLLP	Misc Debit / Credit	DEBIT MEMORANDUM REF: PRINCIPAL PAYMENT ON LOAN TRN: 0123222630DM	0.00	-1,391,049.79	-1,391,049.79	0.00		12/20/2012
BERNSTEIN FAMILY LLLP	Free Delivery	TO REVERSE ENTRY OF 12/17/2012 GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 JPMORGAN CHASE BANK TRADE DATE	10,000.00	12,048.78	16,065.94	0.00		12/19/2012
BERNSTEIN FAMILY LLLP	Sale	QUEENSLAND TREASURY CORP 6.000% 09/14/2017 DTD 09/14/2006 HELD BY EUROCLEAR ISIN US748305BG31 SEDOL B1L3004	-30,000.00	22,135.06	34,659.84	0.00		12/18/2012

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BERNSTEIN FAMILY LLLP	Accrued Int Rcv	QUEENSLAND TREASURY CORP 6.000% 09/14/2017 DTD 09/14/2006 HELD BY EUROCLEAR ISIN US748305BG31 SEDOL B1L3004	432.60	449.30		452.05		12/18/2012
BERNSTEIN FAMILY LLLP	Sale	DOW CHEMICAL CO @ 31.19 21,833.00 BROKERAGE 100.00 TAX &/OR SEC .49 J.P. MORGAN SECURITIES LLC TRADE DATE 12/12/12	-700.00	10,738.75	21,732.51	0.00	DOW	12/17/2012
BERNSTEIN FAMILY LLLP	Sale	COCA-COLA CO @ 37.63 18,815.00 BROKERAGE 100.00 TAX &/OR SEC .43 J.P. MORGAN SECURITIES LLC TRADE DATE 12/12/12	-500.00	16,237.50	18,714.57	0.00	KO	12/17/2012
BERNSTEIN FAMILY LLLP	Sale	ELI LILLY & CO @ 48.94333 14,683.00 BROKERAGE 100.00 TAX &/OR SEC .33 J.P. MORGAN SECURITIES LLC TRADE DATE 12/12/12	-300.00	10,038.00	14,582.67	0.00	LLY	12/17/2012
BERNSTEIN FAMILY LLLP	Sale	PROCTER & GAMBLE CO @ 70.67055 31,801.75 BROKERAGE 100.00 TAX &/OR SEC .72 J.P. MORGAN SECURITIES LLC TRADE DATE 12/12/12	-450.00	26,988.00	31,701.03	0.00	PG	12/17/2012
BERNSTEIN FAMILY LLLP	Sale	CHEVRON CORP @ 108.03 21,606.00 BROKERAGE 100.00 TAX &/OR SEC .49 J.P. MORGAN SECURITIES LLC TRADE DATE 12/12/12	-200.00	19,424.00	21,505.51	0.00	CVX	12/17/2012
BERNSTEIN FAMILY LLLP	Sale	MERCK AND CO INC @ 45.20 22,600.00 BROKERAGE 100.00 TAX &/OR SEC .51 J.P. MORGAN SECURITIES LLC TRADE DATE 12/12/12	-500.00	17,590.00	22,499.49	0.00	MRK	12/17/2012
BERNSTEIN FAMILY LLLP	Free Delivery	ENTRY REVERSED ON 12/19/2012 GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92	-10,000.00	12,048.78	-16,065.94	0.00		12/17/2012
BERNSTEIN FAMILY LLLP	Dividend	JPMORGAN CHASE BANK TRADE DATE COCA-COLA CO @ 0.255 PER SHARE	500.00	127.50	127.50	0.00	KO	12/17/2012
BERNSTEIN FAMILY LLLP	Dividend	MC DONALDS CORP @ 0.77 PER SHARE	500.00	385.00	385.00	0.00	MCD	12/17/2012

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BERNSTEIN FAMILY LLLP	Sale	ISHARES S&P GLOBAL TELECOMMUNICATION @ 58.215 11,643.00 BROKERAGE 100.00 TAX &/OR SEC .27 J.P. MORGAN SECURITIES LLC TRADE DATE	-200.00	10,322.00	11,542.73	0.00	IXP	12/13/2012
BERNSTEIN FAMILY LLLP	Spot FX	SPOT CURRENCY TRANSACTION - SELL BUY USD SELL CAD EXCHANGE RATE .997100000 DEAL 12/11/12 VALUE 12/12/12	-39,179.13	39,390.57	39,293.08	0.00		12/12/2012
BERNSTEIN FAMILY LLLP	Spot FX	SPOT CURRENCY TRANSACTION - SELL BUY USD SELL AUD EXCHANGE RATE 1.038600000 DEAL 12/10/12 VALUE 12/12/12	-33,601.50	34,898.52	34,898.52	0.00		12/12/2012
BERNSTEIN FAMILY LLLP	Free Delivery	TO REVERSE ENTRY OF 12/10/2012 GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 JPMORGAN CHASE BANK TRADE DATE	10,000.00	12,048.78	16,065.94	0.00		12/12/2012
BERNSTEIN FAMILY LLLP	Receipt of Assets	QUEENSLAND TREASURY CORP 6.000% 09/14/2017 DTD 09/14/2006 HELD BY EUROCLEAR ISIN US748305BG31 SEDOL B1L3004	30,000.00	22,135.06	34,962.35	0.00		12/11/2012
BERNSTEIN FAMILY LLLP	Spot FX	SPOT CURRENCY TRANSACTION - SELL BUY USD SELL GBP EXCHANGE RATE 1.587000000 DEAL 12/07/12 VALUE 12/11/12	-14,585.05	23,470.99	23,146.47	0.00		12/11/2012
BERNSTEIN FAMILY LLLP	Spot FX	SPOT CURRENCY TRANSACTION - SELL BUY USD SELL NZD EXCHANGE RATE .824400000 DEAL 12/07/12 VALUE 12/11/12	-45,301.04	37,348.44	37,346.18	0.00		12/11/2012
BERNSTEIN FAMILY LLLP	Dividend	JOHNSON & JOHNSON @ 0.61 PER SHARE	400.00	244.00	244.00	0.00	JNJ	12/11/2012
BERNSTEIN FAMILY LLLP	Receipt of Assets	ENTRY REVERSED ON 12/21/2012 CANADIAN GOVERNMENT - CAD 8% JUN 01 2023 DTD 08/17/1992 HELD BY EUROCLEAR ISIN	10,000.00	12,187.10	14,870.01	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Free Delivery	QUEENSLAND TREASURY CORP - AUD 6% SEP 14 2017 DTD 09/14/2006 CLIENT REF 104217997	-30,000.00	21,102.12	-35,058.42	0.00		12/10/2012

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BERNSTEIN FAMILY LLLP	Free Delivery	ENTRY REVERSED ON 12/12/2012 GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92 JPMORGAN CHASE BANK TRADE DATE	-10,000.00	12,048.78	-16,065.94	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Sale	SUNCOR ENERGY INC - CAD MEDIUM TERM NOTES 5.8% MAY 22 2018 DTD 05/22/2008 HEDL BY EUROCLEAR ISIN CA86721ZAC38 SEDOL B39QM69	-20,000.00	14,513.26	23,364.72	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Sale	NUVEEN SELECT TAX FREE INCM SH BEN INT @ 14.7992 18,499.00 BROKERAGE 150.00 TAX &/OR SEC .42 J.P. MORGAN	-1,250.00	16,054.74	18,348.58	0.00	NXQ	12/10/2012
BERNSTEIN FAMILY LLLP	Sale	EATON VANCE MUNICIPAL BOND FUND @ 14.8792 37,198.00 BROKERAGE 300.00 TAX &/OR SEC .84 J.P. MORGAN SECURITIES LLC TRADE DATE	-2,500.00	25,000.00	36,897.16	0.00	EIM	12/10/2012
BERNSTEIN FAMILY LLLP	Sale	EATON VANCE SR FLOATING RATE FUND @ 16.33675 32,673.50 BROKERAGE 240.00 TAX &/OR SEC .74 J.P. MORGAN SECURITIES LLC TRADE DATE	-2,000.00	17,960.00	32,432.76	0.00	EFR	12/10/2012
BERNSTEIN FAMILY LLLP	Sale	GOLDMAN SACHS GROUP INC NOTES 5 1/4% OCT 15 2013 DTD 10/14/2003 @ 103.45 JP MORGAN SECURITIES LLC (BIDL) TRADE DATE	-22,000.00	21,273.88	22,759.00	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Sale	GENERAL ELECTRIC COMPANY NOTES 5% FEB 1 2013 DTD 1/28/2003 @ 100.55 JP MORGAN SECURITIES LLC (BIDL) TRADE DATE	-23,000.00	23,368.11	23,126.50	0.00	GE	12/10/2012
BERNSTEIN FAMILY LLLP	Sale	NUVEEN AMT-FREE MUNICIPAL INCOME FUND @ 15.508 23,262.00 BROKERAGE 180.00 TAX &/OR SEC .53 J.P. MORGAN	-1,500.00	19,902.00	23,081.47	0.00	NEA	12/10/2012
BERNSTEIN FAMILY LLLP	Sale	WAL-MART STORES INC SR NOTES 5.8% FEB 15 2018 DTD 08/24/2007 @ 122.63 JP MORGAN SECURITIES LLC (BIDL) TRADE DATE	-15,000.00	16,397.62	18,394.50	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Sale	JOHN DEERE CAPITAL CORP MEDIUM TERM NOTE 4.9% SEP 09 2013 DTD 09/08/2008 @ 103.05 JP MORGAN SECURITIES LLC (BIDL) TRADE	-15,000.00	15,394.28	15,457.50	0.00		12/10/2012

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BERNSTEIN FAMILY LLLP	Sale	VERIZON COMMUNICATIONS 5 1/2% FEB 15 2018 DTD 02/12/2008 @ 119.87 JP MORGAN SECURITIES LLC (BIDL) TRADE DATE	-21,000.00	21,296.30	25,172.70	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Sale	JOHN DEERE CAPITAL CORP 5.10% JAN 15 2013 DTD 1/10/2003 @ 100.35 JP MORGAN SECURITIES LLC (BIDL) TRADE DATE	-10,000.00	10,466.85	10,035.00	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Sale	HUTCHISON WHAMP INTERNATIONAL LTD 6 1/2% SER REGS FEB 13 2013 DTD 2/13/2003 @ 100.80 JP MORGAN CHASE/JP MORGAN INTL	-9,000.00	0.00	9,072.00	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Sale	PETROBRAS INTERNATIONAL FINANCE NOTES 9 1/8% JUL 2 2013 DTD 7/2/2003 @ 104.00 JP MORGAN CHASE/JP MORGAN INTL TRADE DATE	-15,000.00	17,289.97	15,600.00	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Sale	UNITED MEXICAN STATES NOTES 6 3/8% JAN 16 2013 DTD 1/16/2003 @ 100.35 JP MORGAN CHASE/JP MORGAN INTL TRADE DATE	-24,000.00	24,993.13	24,084.00	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	SUNCOR ENERGY INC - CAD MEDIUM TERM NOTES 5.8% MAY 22 2018 DTD 05/22/2008 HEDL BY EUROCLEAR ISIN CA86721ZAC38 SEDOL B39QM69	57.21	57.62		57.62		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	HUTCHISON WHAMP INTERNATIONAL LTD 6 1/2% SER REGS FEB 13 2013 DTD 2/13/2003	9,000.00	190.13	190.13	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	WAL-MART STORES INC SR NOTES 5.8% FEB 15 2018 DTD 08/24/2007	15,000.00	277.92	277.92	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	PETROBRAS INTERNATIONAL FINANCE NOTES 9 1/8% JUL 2 2013 DTD 7/2/2003	15,000.00	600.73	600.73	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	GENERAL ELECTRIC COMPANY NOTES 5% FEB 1 2013 DTD 1/28/2003	23,000.00	412.08	412.08	0.00	GE	12/10/2012

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BERNSTEIN FAMILY LLLP	Accrued Int Rcv	GOLDMAN SACHS GROUP INC NOTES 5 1/4% OCT 15 2013 DTD 10/14/2003	22,000.00	176.46	176.46	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	JOHN DEERE CAPITAL CORP MEDIUM TERM NOTE 4.9% SEP 09 2013 DTD 09/08/2008	15,000.00	187.83	187.83	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	VERIZON COMMUNICATIONS 5 1/2% FEB 15 2018 DTD 02/12/2008	21,000.00	368.96	368.96	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	JOHN DEERE CAPITAL CORP 5.10% JAN 15 2013 DTD 1/10/2003	10,000.00	205.42	205.42	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	UNITED MEXICAN STATES NOTES 6 3/8% JAN 16 2013 DTD 1/16/2003	24,000.00	612.00	612.00	0.00		12/10/2012
BERNSTEIN FAMILY LLLP	Dividend	ELI LILLY & CO @ 0.49 PER SHARE	300.00	147.00	147.00	0.00	LLY	12/10/2012
BERNSTEIN FAMILY LLLP	Dividend	CHEVRON CORP @ 0.90 PER SHARE	200.00	180.00	180.00	0.00	CVX	12/10/2012
BERNSTEIN FAMILY LLLP	Dividend	EXXON MOBIL CORP @ 0.57 PER SHARE	250.00	142.50	142.50	0.00	XOM	12/10/2012
BERNSTEIN FAMILY LLLP	Dividend	FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND @ 0.13 PER SHARE	1,500.00	195.00	195.00	0.00	FAM	12/10/2012
BERNSTEIN FAMILY LLLP	Sale	NEW ZEALAND GOVERNMENT-NZD 6% APR 15 2015 DTD 04/15/2003 HELD BY EUROCLEAR ISIN NZGOVD0004R7 SEDOL 6610726	-42,000.00	23,764.68	37,045.94	0.00		12/07/2012

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BERNSTEIN FAMILY LLLP	Spot FX	SPOT CURRENCY TRANSACTION - SELL BUY USD SELL EUR EXCHANGE RATE 1.300500000 DEAL 12/05/12 VALUE 12/07/12	-12,773.66	16,518.26	16,612.14	0.00		12/07/2012
BERNSTEIN FAMILY LLLP	Spot FX	SPOT CURRENCY TRANSACTION - SELL BUY USD SELL NOK EXCHANGE RATE 5.690200000 DEAL 12/05/12 VALUE 12/07/12	-212,862.34	36,886.11	37,408.59	0.00		12/07/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	NEW ZEALAND GOVERNMENT-NZD 6% APR 15 2015 DTD 04/15/2003 HELD BY EUROCLEAR ISIN NZGOVD0004R7 SEDOL 6610726	366.92	302.51		302.51		12/07/2012
BERNSTEIN FAMILY LLLP	Sale	TSY 5% 2018 - GBP 5% MAR 07 2018 DTD 05/25/2007 HELD BY EUROCLEAR ISIN GB00B1VWPC84 SEDOL B1VWPC8	-12,000.00	19,131.52	23,230.94	0.00		12/06/2012
BERNSTEIN FAMILY LLLP	Sale	WELLS FARGO FDS TR INTRMDT TXFR A	-12,971.26	59,293.34	154,357.95	0.00	WFITX	12/06/2012
BERNSTEIN FAMILY LLLP	Sale	JPM STR INC OPP FD FUND 3844 J.P.MORGAN SECURITIES LLC AS AGENT @ 11.81 TRADE DATE 12/05/12	-2,234.56	26,749.80	26,390.19	0.00	JSOSX	12/06/2012
BERNSTEIN FAMILY LLLP	Sale	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	-2,895.04	30,110.26	33,235.09	0.00	VWAHX	12/06/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	TSY 5% 2018 - GBP 5% MAR 07 2018 DTD 05/25/2007 HELD BY EUROCLEAR ISIN GB00B1VWPC84 SEDOL B1VWPC8	149.17	240.05		240.05		12/06/2012
BERNSTEIN FAMILY LLLP	Sale	FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND @ 17.81678 26,725.17 BROKERAGE 180.00 TAX &/OR SEC .60 J.P.	-1,500.00	22,303.05	26,544.57	0.00	FAM	12/06/2012
BERNSTEIN FAMILY LLLP	Dividend	WELLS FARGO FDS TR INTRMDT TXFR A 12/05/12 INCOME DIVIDEND @ 0.002 PER SHARE AS OF 12/05/12	12,971.26	29.85	29.85	0.00	WFITX	12/06/2012

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BERNSTEIN FAMILY LLLP	Dividend	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 DIV PAID	2,895.04	16.26	16.26	0.00	VWAHX	12/06/2012
BERNSTEIN FAMILY LLLP	Dividend	PFIZER INC @ 0.22 PER SHARE	1,500.00	330.00	330.00	0.00	PFE	12/04/2012
BERNSTEIN FAMILY LLLP	Dividend	WELLS FARGO FDS TR INTRMDT TXFR A @ 0.026 PER SHARE AS OF 11/30/12	12,971.26	332.50	332.50	0.00	WFITX	12/04/2012
BERNSTEIN FAMILY LLLP	Purchase	WELLS FARGO FDS TR INTRMDT TXFR A INCOME DIVIDEND @ 0.026 PER SHAR REINVESTED @ $11.90	27.94	-332.50	-332.50	0.00	WFITX	12/04/2012
BERNSTEIN FAMILY LLLP	Foreign Interest	J.P.MORGAN SECURITIES LLC AS AGENT AS OF GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92	10,000.00	400.00		400.00		12/03/2012
BERNSTEIN FAMILY LLLP	Dividend	NUVEEN AMT-FREE MUNICIPAL INCOME FUND @ 0.07 PER SHARE	1,500.00	105.00	105.00	0.00	NEA	12/03/2012
BERNSTEIN FAMILY LLLP	Dividend	NUVEEN SELECT TAX FREE INCM SH BEN INT @ 0.0525 PER SHARE	1,250.00	65.63	65.63	0.00	NXQ	12/03/2012
BERNSTEIN FAMILY LLLP	Purchase	JPM STR INC OPP FD FUND 3844 REINVESTED @ 11.78 PER SHARE	6.24	-73.53	-73.53	0.00	JSOSX	12/03/2012
BERNSTEIN FAMILY LLLP	Dividend	JPM STR INC OPP FD FUND 3844 @ 0.033 PER SHARE	2,228.32	73.53	73.53	0.00	JSOSX	12/03/2012
BERNSTEIN FAMILY LLLP	Dividend	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 @ 0.018 PER SHARE	2,895.04	96.84	96.84	0.00	VWAHX	12/03/2012

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BERNSTEIN FAMILY LLLP	Purchase	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 INCOME DIVIDEND @ 0.018 PER SHAR REINVESTED @ $11.47	8.44	-96.84	-96.84	0.00	VWAHX	12/03/2012
BERNSTEIN FAMILY LLLP	Interest	J.P.MORGAN SECURITIES LLC AS AGENT DEPOSIT SWEEP INTEREST FOR 11/01/12 - 11/30/12 @ .01% RATE ON AVG COLLECTED BALANCE OF $411,457.47 AS OF 12/01/12	0.00	3.32	3.32	0.00		12/03/2012
BERNSTEIN FAMILY LLLP	Cash Distribution	BLACKSTONE GROUP LP	1,000.00	100.00	100.00	0.00	BX	11/30/2012
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE MUNICIPAL BOND FUND @ 0.063835 PER SHARE	2,500.00	159.59	159.59	0.00	EIM	11/30/2012
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE SR FLOATING RATE FUND @ 0.095 PER SHARE	2,000.00	190.00	190.00	0.00	EFR	11/30/2012
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND @ 0.1025 PER SHARE	1,750.00	179.38	179.38	0.00	ETG	11/30/2012
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND @ 0.244 PER SHARE	3,500.00	854.00	854.00	0.00	EXG	11/30/2012
BERNSTEIN FAMILY LLLP	Misc Debit / Credit	DEBIT MEMORANDUM REF: INTEREST PAYMENT ON LOAN TRN: 0122380390DM	0.00	-2,209.90	-2,209.90	0.00		11/30/2012
BERNSTEIN FAMILY LLLP	Spot FX	REPATRIATION OF FOREIGN INTEREST BUY USD SELL CAD EXCHANGE RATE .993027000 DEAL 11/23/12 VALUE 11/23/12	-580.00	584.07	584.07	0.00		11/23/2012
BERNSTEIN FAMILY LLLP	Foreign Interest	SUNCOR ENERGY INC - CAD MEDIUM TERM NOTES 5.8% MAY 22 2018 DTD 05/22/2008 TRADE 11/23/12 VALUE 11/23/12 SEDOL B39QM69	20,000.00	584.07		584.07		11/23/2012

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BERNSTEIN FAMILY LLLP	Sale	DUKE ENERGY CORP NEW @ 62.19 56,966.04 BROKERAGE 100.00 TAX &/OR SEC 1.28 J.P. MORGAN SECURITIES LLC TRADE DATE 11/13/12	-916.00	41,675.50	56,864.76	0.00	DUK	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND @ 9.48 14,220.00 BROKERAGE 150.00 TAX &/OR SEC .32 J.P. MORGAN	-1,500.00	11,392.90	14,069.68	0.00	ETY	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND @ 13.49018 23,607.82 BROKERAGE 175.00 TAX &/OR SEC .53 J.P.	-1,750.00	18,859.98	23,432.29	0.00	ETG	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND @ 10.86038 10,860.38 BROKERAGE 100.00 TAX &/OR SEC .25 J.P.	-1,000.00	10,242.06	10,760.13	0.00	ETW	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	GOOGLE INC CL A @ 660.24 33,012.00 BROKERAGE 100.00 TAX &/OR SEC .74 J.P. MORGAN SECURITIES LLC TRADE DATE	-50.00	27,850.00	32,911.26	0.00	GOOG	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	ENERGY TRANSFER PARTNERS L P @ 42.17 16,868.00 BROKERAGE 100.00 TAX &/OR SEC .38 J.P. MORGAN SECURITIES LLC TRADE DATE	-400.00	17,364.00	16,767.62	0.00	ETP	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	EXXON MOBIL CORP @ 86.44 21,610.00 BROKERAGE 100.00 TAX &/OR SEC .49 J.P. MORGAN SECURITIES LLC TRADE DATE 11/13/12	-250.00	15,500.00	21,509.51	0.00	XOM	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	ABBOTT LABORATORIES @ 64.92064 22,722.22 BROKERAGE 100.00 TAX &/OR SEC .51 J.P. MORGAN SECURITIES LLC TRADE DATE 11/13/12	-350.00	16,158.00	22,621.71	0.00	ABT	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	BP PLC SPONS ADR @ 40.61076 13,198.50 BROKERAGE 100.00 TAX &/OR SEC .30 J.P. MORGAN SECURITIES LLC TRADE DATE	-325.00	13,867.00	13,098.20	0.00	BP	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	BLACKSTONE GROUP LP @ 14.47 14,470.00 BROKERAGE 100.00 TAX &/OR SEC .33 J.P. MORGAN SECURITIES LLC TRADE DATE 11/13/12	-1,000.00	13,530.00	14,369.67	0.00	BX	11/16/2012

TS001596

BERNSTEIN FAMILY LLLP	Sale	BERKSHIRE HATHAWAY INC DEL CL B @ 86.115 17,223.00 BROKERAGE 100.00 TAX &/OR SEC .39 J.P. MORGAN SECURITIES LLC TRADE DATE	-200.00	14,400.00	17,122.61	0.00	BRK B	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	JOHNSON CONTROLS INC @ 25.24 7,572.00 BROKERAGE 100.00 TAX &/OR SEC .17 J.P. MORGAN SECURITIES LLC TRADE DATE 11/13/12	-300.00	12,164.00	7,471.83	0.00	JCI	11/16/2012
BERNSTEIN FAMILY LLLP	Sale	KINDER MORGAN ENERGY PARTNERSHIP L PUNIT OF LIMITED PARTNERSHIP INT @ 78.57475 31,429.90 BROKERAGE 100.00 TAX &/OR SEC .71 J.P.	-400.00	19,400.00	31,329.19	0.00	KMP	11/16/2012
BERNSTEIN FAMILY LLLP	Dividend	ABBOTT LABORATORIES @ 0.51 PER SHARE	350.00	178.50	178.50	0.00	ABT	11/15/2012
BERNSTEIN FAMILY LLLP	Dividend	PROCTER & GAMBLE CO @ 0.562 PER SHARE	450.00	252.90	252.90	0.00	PG	11/15/2012
BERNSTEIN FAMILY LLLP	Dividend	APPLE INC. @ 2.65 PER SHARE	125.00	331.25	331.25	0.00	AAPL	11/15/2012
BERNSTEIN FAMILY LLLP	Dividend	FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND @ 0.13 PER SHARE	1,500.00	195.00	195.00	0.00	FAM	11/15/2012
BERNSTEIN FAMILY LLLP	Cash Distribution	KINDER MORGAN ENERGY PARTNERSHIP L PUNIT OF LIMITED PARTNERSHIP INT	400.00	504.00	504.00	0.00	KMP	11/14/2012
BERNSTEIN FAMILY LLLP	Cash Distribution	EV ENERGY PARTNER LP	750.00	574.50	574.50	0.00	EVEP	11/14/2012
BERNSTEIN FAMILY LLLP	Cash Distribution	ENERGY TRANSFER PARTNERS L P	400.00	357.50	357.50	0.00	ETP	11/14/2012

TS001597

BERNSTEIN FAMILY LLLP	Sale	FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005 @ 117.35 JP MORGAN CHASE/JP MORGAN INTL TRADE DATE	-12,222.22	11,071.30	14,342.78	0.00		11/13/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005	12,222.22	306.91	306.91	0.00		11/13/2012
BERNSTEIN FAMILY LLLP	Dividend	GENERAL DYNAMICS CORP @ 0.51 PER SHARE	400.00	204.00	204.00	0.00	GD	11/09/2012
BERNSTEIN FAMILY LLLP	Misc Debit / Credit	EFF=11/01/2012 DEBIT MEMORANDUM REF: INTEREST PAYMENT ON LOAN TRN: 0121320724DM	0.00	-2,298.84	-2,298.84	0.00		11/02/2012
BERNSTEIN FAMILY LLLP	Dividend	WELLS FARGO FDS TR INTRMDT TXFR A @ 0.025 PER SHARE AS OF 10/31/12	12,943.32	321.70	321.70	0.00	WFITX	11/02/2012
BERNSTEIN FAMILY LLLP	Purchase	WELLS FARGO FDS TR INTRMDT TXFR A INCOME DIVIDEND @ 0.025 PER SHAR REINVESTED @ $11.74	27.40	-321.70	-321.70	0.00	WFITX	11/02/2012
BERNSTEIN FAMILY LLLP	Misc. Disbursement	J.P.MORGAN SECURITIES LLC AS AGENT AS OF FUNDS TRANSFERRED FROM PRN A/C# W5000 TODDA A/C# 8083 AS REQUESTED	0.00	-39,000.00	-39,000.00	0.00		11/02/2012
BERNSTEIN FAMILY LLLP	Misc. Disbursement	FUNDS TRANSFERRED FROM PRN A/C# W5000 TODDA A/C# 8117 AS REQUESTED	0.00	-39,000.00	-39,000.00	0.00		11/02/2012
BERNSTEIN FAMILY LLLP	Sale	TELECOM ITALIA FIN SA - EUR MEDIUM TERM NOTE 6.875% JAN 24 2013 DTD 01/24/2003 HELD BY EUROCLEAR ISIN XS0161101679 SEDOL 7533510	-12,000.00	15,959.56	15,696.25	0.00		11/01/2012
BERNSTEIN FAMILY LLLP	Sale	NORWEGIAN GOVERNMENT -NOK 6.50% MAY 15 2013 DTD 05/15/2002 HELD BY EUROCLEAR ISIN NO0010144843 SEDOL 7381076	-202,000.00	34,176.14	35,826.40	0.00		11/01/2012

TS001598

BERNSTEIN FAMILY LLLP	Accrued Int Rcv	NORWEGIAN GOVERNMENT -NOK 6.50% MAY 15 2013 DTD 05/15/2002 HELD BY EUROCLEAR ISIN NO0010144843 SEDOL 7381076	6,115.34	1,059.70		1,059.70		11/01/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	TELECOM ITALIA FIN SA - EUR MEDIUM TERM NOTE 6.875% JAN 24 2013 DTD 01/24/2003 HELD BY EUROCLEAR ISIN XS0161101679 SEDOL 7533510	635.66	822.00		822.00		11/01/2012
BERNSTEIN FAMILY LLLP	Dividend	BRISTOL MYERS SQUIBB CO @ 0.34 PER SHARE	1,000.00	340.00	340.00	0.00	BMY	11/01/2012
BERNSTEIN FAMILY LLLP	Dividend	NUVEEN SELECT TAX FREE INCM SH BEN INT @ 0.0525 PER SHARE	1,250.00	65.63	65.63	0.00	NXQ	11/01/2012
BERNSTEIN FAMILY LLLP	Dividend	NUVEEN AMT-FREE MUNICIPAL INCOME FUND @ 0.07 PER SHARE	1,500.00	105.00	105.00	0.00	NEA	11/01/2012
BERNSTEIN FAMILY LLLP	Dividend	WESTERN ASSET MUN HIGH INCOME FUND @ 0.033 PER SHARE	1,500.00	49.50	49.50	0.00	MHF	11/01/2012
BERNSTEIN FAMILY LLLP	Dividend	VERIZON COMMUNICATIONS INC @ 0.515 PER SHARE	650.00	334.75	334.75	0.00	VZ	11/01/2012
BERNSTEIN FAMILY LLLP	Dividend	AT&T INC @ 0.44 PER SHARE	750.00	330.00	330.00	0.00	T	11/01/2012
BERNSTEIN FAMILY LLLP	Purchase	JPM STR INC OPP FD FUND 3844 REINVESTED @ 11.77 PER SHARE	5.85	-68.90	-68.90	0.00	JSOSX	11/01/2012
BERNSTEIN FAMILY LLLP	Dividend	JPM STR INC OPP FD FUND 3844 @ 0.031 PER SHARE	2,222.47	68.90	68.90	0.00	JSOSX	11/01/2012

TS001599

BERNSTEIN FAMILY LLLP	Dividend	INVESCO HIGH YIELD MUNI FD Y 11/01/12 INCOME DIVIDEND @ 0.048 PER SHARE	4,269.20	202.80	202.80	0.00	ACTDX	11/01/2012
BERNSTEIN FAMILY LLLP	Dividend	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 @ 0.034 PER SHARE	2,886.60	99.22	99.22	0.00	VWAHX	11/01/2012
BERNSTEIN FAMILY LLLP	Purchase	VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 INCOME DIVIDEND @ 0.034 PER SHAR REINVESTED	8.79	-99.22	-99.22	0.00	VWAHX	11/01/2012
BERNSTEIN FAMILY LLLP	Interest	J.P.MORGAN SECURITIES LLC AS AGENT DEPOSIT SWEEP INTEREST FOR OCT. @ .01% RATE ON NET AVG COLLECTED BALANCE OF $49,512.80 AS OF 11/01/12	0.00	0.42	0.42	0.00		11/01/2012
BERNSTEIN FAMILY LLLP	Sale	MONDELEZ INTERNATIONAL-W/I @ 26.283 19,712.25 BROKERAGE 100.00 TAX &/OR SEC .45 J.P. MORGAN SECURITIES LLC TRADE DATE	-750.00	13,631.10	19,611.80	0.00	MDLZ	10/31/2012
BERNSTEIN FAMILY LLLP	Sale	KRAFT FOODS GROUP INC COM @ 45.23026 11,307.57 BROKERAGE 100.00 TAX &/OR SEC .26 J.P. MORGAN SECURITIES LLC TRADE DATE	-250.00	7,368.90	11,207.31	0.00	KRFT	10/31/2012
BERNSTEIN FAMILY LLLP	Sale	APPLE INC. @ 594.26 74,282.50 BROKERAGE 100.00 TAX &/OR SEC 1.67 J.P. MORGAN SECURITIES LLC TRADE DATE 10/26/12	-125.00	11,750.00	74,180.83	0.00	AAPL	10/31/2012
BERNSTEIN FAMILY LLLP	Sale	WESTERN ASSET MUN HIGH INCOME FUND @ 8.50066 12,750.99 BROKERAGE 120.00 TAX &/OR SEC .29 J.P. MORGAN SECURITIES LLC TRADE DATE	-1,500.00	10,500.00	12,630.70	0.00	MHF	10/31/2012
BERNSTEIN FAMILY LLLP	Sale	SECTOR SPDR TR SBI INT-FINL SEDOL 2364038 @ 15.74 47,220.00 BROKERAGE 300.00 TAX &/OR SEC 1.06 J.P. MORGAN	-3,000.00	30,529.20	46,918.94	0.00	XLF	10/31/2012
BERNSTEIN FAMILY LLLP	Sale	INVESCO HIGH YIELD MUNI FD Y	-4,269.20	36,854.71	43,246.99	0.00	ACTDX	10/31/2012

TS001600

BERNSTEIN FAMILY LLLP	Sale	REPUBLIC OF SOUTH AFRICA - ZAR 8.75% DEC 21 2014 DTD 12/21/2002 HELD BY EUROCLEAR ISIN ZAG000019878 SEDOL 6711953	-105,000.00	11,157.01	12,975.22	0.00		10/31/2012
BERNSTEIN FAMILY LLLP	Spot FX	LINKED CURRENCY TRANSACTION - SELL BUY USD SELL ZAR EXCHANGE RATE 8.675000000 DEAL 10/26/12 VALUE 10/31/12	-115,882.60	13,358.22	13,358.22	0.00		10/31/2012
BERNSTEIN FAMILY LLLP	Accrued Int Rcv	REPUBLIC OF SOUTH AFRICA - ZAR 8.75% DEC 21 2014 DTD 12/21/2002 HELD BY EUROCLEAR ISIN ZAG000019878 SEDOL 6711953	3,322.60	383.01		383.01		10/31/2012
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE MUNICIPAL BOND FUND @ 0.063835 PER SHARE	2,500.00	159.59	159.59	0.00	EIM	10/31/2012
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND @ 0.1025 PER SHARE	3,500.00	358.75	358.75	0.00	ETG	10/31/2012
BERNSTEIN FAMILY LLLP	Dividend	EATON VANCE SR FLOATING RATE FUND @ 0.093 PER SHARE	2,000.00	186.00	186.00	0.00	EFR	10/31/2012
BERNSTEIN FAMILY LLLP	Dividend	DOW CHEMICAL CO @ 0.32 PER SHARE	1,425.00	456.00	456.00	0.00	DOW	10/30/2012
BERNSTEIN FAMILY LLLP	Spot FX	SPOT CURRENCY TRANSACTION - SELL BUY USD SELL SEK EXCHANGE RATE 6.726000000 DEAL 10/25/12 VALUE 10/29/12	-80,000.00	11,869.82	11,894.14	0.00		10/29/2012
BERNSTEIN FAMILY LLLP	Misc. Receipt	FUNDS TRANSFERRED FROM PRN A/C# A10007 TOPRN A/C# W5000 AS REQUESTED	0.00	85,598.24	85,598.24	0.00		10/25/2012
BERNSTEIN FAMILY LLLP	Dividend	GENERAL ELECTRIC CO @ 0.17 PER SHARE	1,500.00	255.00	255.00	0.00	GE	10/25/2012

TS001601

BERNSTEIN FAMILY LLLP	Cost Adjustment	MONDELEZ INTERNATIONAL-W/I CORPORATE ACTIONS ADJUSTMENTS	750.00	-7,368.90	0.00	0.00	MDLZ	10/24/2012
				66,544.98	**310,398.90**	**4,608.17**		

*This presentation has been prepared for information purposes only. Nothing in this material is intended to be a solicitation for any product or service offered by JPMorgan Private Bank or any of its affiliates. Information contained herein has been obtained from sources believed to be reliable but we do not guarantee its accuracy or completeness and accept no responsibility for any direct or consequential losses arising from its use. Workstation Data as of October 25, 2013

TS001602

Robert Spallina

Ted states here that he has read the trust documents carefully but then in Jan 2014 tells the Sheriff that he has never read the trust documents he operated under.

From: Ted Bernstein [tbernstein@lifeinsuranceconcepts.com]
Sent: Friday, October 25, 2013 7:34 PM
To: Robert Spallina
Subject: RE: Withdrawal Activity Report

Good news is that on quick glance, all looks kosher but Deborah and I will tie everything out over the weekend. Bad news is that there is a steadily increasing amount of money being wasted on Eliot related matters. Once we get past Monday, I want to meet with you about my damages that I have incurred as a result of my role as trustee. I have read through the document carefully and I have important questions and concerns about doing some things to counter the affects and I feel that there is time sensitivity involved.

I hope Kim is doing as best as can be expected.

I'm available over the weekend if you need me.

Ted

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, October 25, 2013 7:12 PM
To: Ted Bernstein
Subject: FW: Withdrawal Activity Report

From: Jarvis, Joey [mailto:joey.jarvis@jpmorgan.com]
Sent: Friday, October 25, 2013 6:41 PM
To: Robert Spallina
Subject: RE: Withdrawal Activity Report

Hi Rob,

Please find attached the detail reports as of today for all 4 entities below. I went ahead and ran a report for the LLLP for your reference. I tried to highlight any account transfer activity within the LLLP report in green since there was so much more activity in this account. Let me know if I can help you further.

- Simon's Trust - $65,244.23
- Simon's Estate - $531.59
- Shirley's Trust - $577,454.25 (includes intraday activity for the FPL debit of $536.79)
- Bernstein LLLP - $545,948.01 (This includes a $285 GE dividend which will be paid into the account overnight)

Kind regards,
Joey

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, October 25, 2013 6:24 PM
To: Jarvis, Joey
Subject: RE: Withdrawal Activity Report

Thank you

From: Jarvis, Joey [mailto:joey.jarvis@jpmorgan.com]
Sent: Friday, October 25, 2013 6:24 PM
To: Robert Spallina
Subject: RE: Withdrawal Activity Report

I will have it for you in 10 minutes. I am finishing the last one right now.

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, October 25, 2013 6:23 PM
To: Jarvis, Joey
Subject: RE: Withdrawal Activity Report

Thank you Joey. You still working on the detail?

From: Jarvis, Joey [mailto:joey.jarvis@jpmorgan.com]
Sent: Friday, October 25, 2013 4:55 PM
To: Robert Spallina
Cc: Prindle, Christopher R
Subject: RE: Withdrawal Activity Report

Hi Rob,

I have updated the value of each account below including the LLLP as of today. I will follow-up with the line item reports shortly. Please let me know if I can help further.

- Simon's Trust - $65,244.23
- Simon's Estate - $531.59
- Shirley's Trust - $577,454.25 (includes intraday activity for the FPL debit of $536.79)
- Bernstein LLLP - $545,948.01 (This includes a $285 GE dividend which will be paid into the account overnight)

Kind regards,
Joey

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Friday, October 25, 2013 4:26 PM
To: Jarvis, Joey
Cc: Prindle, Christopher R
Subject: RE: Withdrawal Activity Report

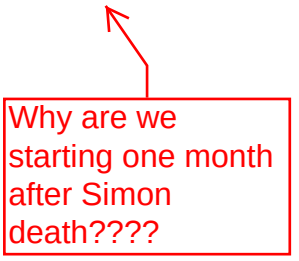
Joey – please call me it is urgent. Thank you

From: Jarvis, Joey [mailto:joey.jarvis@jpmorgan.com]
Sent: Thursday, September 12, 2013 4:46 PM
To: Robert Spallina
Cc: Prindle, Christopher R
Subject: RE: Withdrawal Activity Report

Hi Rob,

Please find attached a breakdown of the account activity for Shirley's Trust, as well as Simon's Trust and Estate. We used the same start date as before - October 23, 2012. For your reference, I have included the current balance for each account below in case it is helpful. Please let us know if you need any additional detail.

- Simon's Trust - $88,667.35
- Simon's Estate - $531.59
- Shirley's Trust - $705,084.98



Kind regards,
Joey

Joey W. Jarvis | Investment Professional | **J.P. Morgan Private Bank** | 205 Royal Palm Way | Palm Beach, FL 33480 | P: (561) 838-4609 | NMLS ID: 775000 | **joey.jarvis@jpmorgan.com**

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Thursday, September 12, 2013 10:51 AM
To: Robert Spallina; Jarvis, Joey
Cc: Prindle, Christopher R
Subject: RE: Withdrawal Activity Report

Joey can you also please send reports for the Simon Estate account and trust account. Thank you

From: Robert Spallina
Sent: Thursday, September 12, 2013 10:45 AM
To: 'Jarvis, Joey'
Cc: Prindle, Christopher R
Subject: RE: Withdrawal Activity Report

Joey – can you please send an updated report. Thank you

From: Jarvis, Joey [mailto:joey.jarvis@jpmorgan.com]
Sent: Wednesday, April 10, 2013 2:08 PM
To: Robert Spallina
Cc: Prindle, Christopher R
Subject: Withdrawal Activity Report

Hi Rob,

It was a pleasure speaking with you. I have attached a breakdown of the account activity for Shirley since October 23, 2012. I tried to provide you with a little guidance around the larger transactions, so you had some context. Let me know if I can help further, and I will wait to hear back from you on the transfers as we discussed.

Kind regards,
Joey

Joey W. Jarvis | Investment Professional | **J.P. Morgan Private Bank** | 205 Royal Palm Way | Palm Beach, FL 33480 | P: (561) 838-4609 | NMLS ID: 775000 | **joey.jarvis@jpmorgan.com**

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JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017-2014
Federal Identification Number: 13-4994650

Account Number: W 32635-00-0
Generated on: 03/11/2013
Corrected Copy 03/11/2013

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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387

2012 Forms 1099 and Tax Reporting Statements

January 1 - December 31, 2012

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TS001607

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

Federal Identification Number: 13-4994650
800/576-0938

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

2012 Dividends and Distributions (Form 1099-DIV)

OMB No. 1545-0110

Copy B For Recipient
(Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

1a.	Total ordinary dividends	34,212.78
1b.	Qualified dividends	29,397.94
2a.	Total capital gain distr.	
2b.	Unrecap. Sec. 1250 gain	
2c.	Section 1202 gain	
2d.	Collectibles (28%) gain	
3.	Nondividend distributions	5,185.19
4.	**FEDERAL INCOME TAX WITHHELD**	
5.	Investment expenses	
6.	Foreign tax paid	484.96
7.	Foreign country or U.S. possession	MULTI-NATIONAL
8.	Cash liquidation distributions	
9.	Noncash liquidation distributions	
10.	Exempt-interest dividends	11,259.25
11.	Specified private activity bond interest dividends	470.66
12.	State	
13.	State identification no.	
14.	State tax withheld	

Department of the Treasury-Internal Revenue Service

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS INCOME IS TAXABLE AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

07040700160210041902
07140700020340041902

J.P.Morgan

000419 0002 of 0038 NSPOOMN3 Y1 NNNNNNNN

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

Federal Identification Number: 13-4994650
800/576-0938

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

Instructions for Recipient

Recipient's identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

1a. Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040A or 1040), if required. The amount shown may be dividends a corporation paid directly to you as a participant (or beneficiary of a participant) in an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A but treat it as a plan distribution, not as investment income, for any other purpose.

1b. Shows the portion of the amount in box 1a that may be eligible for the 15% or zero capital gains rates. See Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

2a. Shows total capital gain distributions from a regulated investment company or real estate investment trust. Report the amounts shown in box 2a on Schedule D (Form 1040), line 13. But, if no amount is shown in boxes 2c-2d and your only capital gains and losses are capital gain distributions, you may be able to report the amounts shown in box 2a on line 13 of Form 1040 (line 10 of Form 1040A) rather than Schedule D. See the Form 1040/1040A instructions.

2b. Shows the portion of the amount in box 2a that is unrecaptured section 1250 gain from certain depreciable real property. Report this amount on the Unrecaptured Section 1250 Gain Worksheet-Line 19 in the Schedule D Instructions (Form 1040).

2c. Shows the portion of the amount in box 2a that is section 1202 gain from certain small business stock that may be subject to a 50% exclusion and certain empowerment zone business stock that may be subject to a 60% exclusion. See the Schedule D (Form 1040) instructions.

2d. Shows 28% rate gain from sales or exchanges of collectibles. If required, use this amount when completing the 28% Rate Gain Worksheet-Line 18 in the instructions for Schedule D (Form 1040).

3. Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

4. Shows backup withholding. A payer must backup withhold on certain payments if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

5. Shows your share of expenses of a nonpublicly offered regulated investment company, generally a nonpublicly offered mutual fund. If you file Form 1040, you may deduct these expenses on the "Other expenses" line on Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 1a.

6. Shows the foreign tax you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

7. This box should be left blank if a regulated investment company reported the foreign tax shown in box 6.

8-9. Shows cash and noncash liquidation distributions.

10. Shows exempt-interest dividends from a mutual fund or other regulated investment company paid to you during the calendar year. Include this amount on line 8b of Form 1040 or 1040A as tax-exempt interest. This amount may be subject to backup withholding. See box 4.

11. Shows exempt-interest dividends subject to the alternative minimum tax. This amount is included in box 10. See the Instructions for Form 6251.

12-14. State income tax withheld reporting boxes.

Nominees. If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV (with a Form 1096) with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the 2012 General Instructions for Certain Information Returns.

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

Federal Identification Number: 13-4994650
800/576-0938

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

2012 Interest Income (Form 1099-INT)

OMB No. 1545-0112

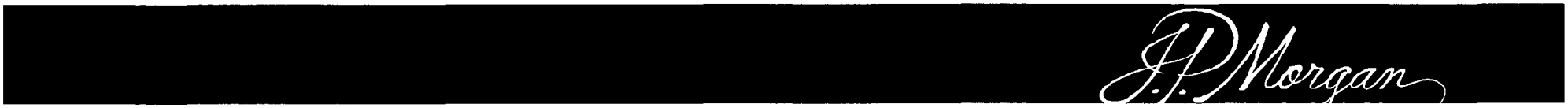
Copy B For Recipient
(Keep for your records)

RECIPIENT'S Identification Number: 26-2124343

1.	Interest income	30,577.04
2.	Early withdrawal penalty	
3.	Interest on U.S. Savings Bonds and Treasury obligations	
4.	**FEDERAL INCOME TAX WITHHELD**	
5.	Investment expenses	
6.	Foreign tax paid	
7.	Foreign country or U.S. possession	
8.	Tax-exempt interest	
9.	Specified private activity bond interest	
10.	Tax-exempt bond CUSIP no.	
11.	State	
12.	State identification no.	
13.	State tax withheld	

Department of the Treasury-Internal Revenue Service

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS INCOME IS TAXABLE AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.



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

Federal Identification Number: 13-4994650
800/576-0938

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W32635-00-0

Corrected Copy 03/11/2013

Instructions for Recipient

Recipient's identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

1. Shows taxable interest paid to you during the calendar year by the payer. This does not include interest shown in box 3. May also show the total amount of the credits from clean renewable energy bonds, Gulf tax credit bonds, qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, Midwestern tax credit bonds, qualified school construction bonds, and build America bonds that must be included in your interest income. These amounts were treated as paid to you during 2012 on the credit allowance dates (March 15, June 15, September 15, and December 15). For more information, see Form 8912, Credit to Holders of Tax Credit Bonds.
2. Shows interest or principal forfeited because of early withdrawal of time savings. You may deduct this amount to figure your adjusted gross income on your income tax return. See the instructions for Form 1040 to see where to take the deduction.
3. Shows interest on U.S. Savings Bonds, Treasury bills, Treasury bonds, and Treasury notes. This may or may not all be taxable. See Pub. 550. This interest is exempt from state and local income taxes. This interest is not included in box 1.
4. Shows backup withholding. Generally, a payer must backup withhold if you did not furnish your taxpayer identification number (TIN) or you did not furnish the correct TIN to the payer. See Form W-9. Include this amount on your income tax return as tax withheld.
5. Any amount shown is your share of investment expenses of a single class REMIC. If you file Form 1040, you may deduct these expenses on the "Other expenses" line of Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 1.
6. Shows foreign tax paid. You may be able to claim this tax as a deduction or a credit on your Form 1040. See your Form 1040 instructions.
8. Shows tax-exempt interest paid to you during the calendar year by the payer. Report this amount on line 8b of Form 1040A or Form 1040. This amount may be subject to backup withholding. See box 4.
9. Shows tax-exempt interest subject to the alternative minimum tax. This amount is included in box 8. See the Instructions for Form 6251.
10. Shows CUSIP number(s) for tax-exempt bond(s) on which tax-exempt interest was paid to you during the calendar year and reported in box 8. If blank, no CUSIP number was issued for the bond(s).

11 - 13. State tax withheld reporting boxes.

Nominees. If this form includes amounts belonging to another person(s), you are considered a nominee recipient. Complete a Form 1099-INT for each of the other owners showing the income allocable to each. File Copy A of the form with the IRS. Furnish Copy B to each owner. List yourself as the "payer" and the other owner(s) as the "recipient." File Form(s) 1099-INT with Form 1096 with the Internal Revenue Service Center for your area. On Form 1096 list yourself as the "filer." A husband or wife is not required to file a nominee return to show amounts owned by the other.

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

Federal Identification Number: 13-4994650
800/576-0938

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 1c: Short-Term Covered - Box 6b: Basis Reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol / Cusip	Box 1a. Date of sale or exchange / Box 1b. Date of acquisition	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. Check if loss not allowed based on amount in Box 2a	Box 3. Cost or other basis	Box 5. Wash sale loss disallowed	Gain or loss
ABBOTT LABORATORIES	ABT 002824-10-0	07/19/2012 11/10/2011	350.000	22,964.48		18,978.71		3,985.77
INVESCO HIGH YIELD MUNI FD Y	ACTD 001419-65-4	10/26/2012 Various	186.018	1,884.36		1,837.98		46.38
JPM STR INC OPP FD FUND 3844	JSOS 4812A4-35-1	12/05/2012 Various	79.048	933.56		916.10		17.46
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907-40-7	02/22/2012 Various	36.386	399.16		394.71	.15	4.60
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907-40-7	07/19/2012 Various	54.082	604.64		595.60		9.04

Department of the Treasury-Internal Revenue Service

* GROSS PROCEEDS LESS COMMISSIONS AND OPTION PREMIUMS ARE BEING REPORTED.
IF APPLICABLE, FEDERAL AND STATE INCOME TAX WITHHELD IS PRESENTED ON THE FINAL PAGE OF FORM 1099-B

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS INCOME IS TAXABLE AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

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070407001602100419040
071407000203400419040

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

Federal Identification Number: 13-4994650
800/576-0938

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 1c: Short-Term Covered - Box 6b: Basis Reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol / Cusip	Box 1a. Date of sale or exchange / Box 1b. Date of acquisition	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. Check if loss not allowed based on amount in Box 2a	Box 3. Cost or other basis	Box 5. Wash sale loss disallowed	Gain or loss
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907-40-7	12/05/2012 Various	43.869	503.85		495.50		8.35
WELLS FARGO FDS TR INTRMDT TXFR A	WFIT 949921-59-7	12/05/2012 Various	369.523	4,397.32		4,278.24		119.08
Total Short-Term Covered				**31,687.37**		**27,496.84**	**.15**	**4,190.68**

Department of the Treasury-Internal Revenue Service

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950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 1c: Long-Term Covered - Box 6b: Basis Reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol / Cusip	Box 1a. Date of sale or exchange / Box 1b. Date of acquisition	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. Check if loss not allowed based on amount in Box 2a	Box 3. Cost or other basis	Box 5. Wash sale loss disallowed	Gain or loss
ABBOTT LABORATORIES	ABT 002824-10-0	11/13/2012 02/14/2011	350.000	22,621.71		16,158.00		6,463.71
CHEVRON CORP	CVX 166764-10-0	12/12/2012 02/14/2011	200.000	21,505.51		19,424.00		2,081.51
COCA-COLA CO	KO 191216-10-0	12/12/2012 03/02/2011	500.000	18,714.57		16,237.50		2,477.07
INVESCO HIGH YIELD MUNI FD Y	ACTD 001419-65-4	10/26/2012 07/02/2010	27.765	281.26		261.82		19.44
JOHNSON CONTROLS INC	JCI 478366-10-7	11/13/2012 03/02/2011	300.000	7,471.83		12,164.00		-4,692.17

Department of the Treasury-Internal Revenue Service

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JPMorgan Chase Bank, N.A.
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2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

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RECIPIENT'S Identification Number: 26-2124343

Box 1c: Long-Term Covered - Box 6b: Basis Reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol / Cusip	Box 1a. Date of sale or exchange / Box 1b. Date of acquisition	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. Check if loss not allowed based on amount in Box 2a	Box 3. Cost or other basis	Box 5. Wash sale loss disallowed	Gain or loss
MERCK AND CO INC	MRK 58933Y-10-5	12/12/2012 11/10/2011	500.000	22,499.49		17,590.00		4,909.49
PEOPLE'S UNITED FINANCIAL INC	PBCT 712704-10-5	08/03/2012 02/14/2011	1,000.000	11,409.74		13,320.00		-1,910.26
PROCTER & GAMBLE CO	PG 742718-10-9	12/12/2012 03/02/2011	200.000	14,089.35		12,588.00		1,501.35
SOUTHERN CO	SO 842587-10-7	08/03/2012 03/02/2011	300.000	14,089.68		11,437.00		2,652.68
Total Long-Term Covered				**132,683.14**		**119,180.32**		**13,502.82**
Total Long-Term & Short-Term Covered				**164,370.51**		**146,677.16**	**.15**	**17,693.50**

Department of the Treasury-Internal Revenue Service

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IF APPLICABLE, FEDERAL AND STATE INCOME TAX WITHHELD IS PRESENTED ON THE FINAL PAGE OF FORM 1099-B

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS INCOME IS TAXABLE AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

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

Federal Identification Number: 13-4994650
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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 6a: Non Covered - Basis not reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol	Cusip	Box 1a. Date of sale or exchange	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. check if loss not allowed based on amount in Box 2a
APPLE INC.	AAPL	037833-10-0	10/26/2012	125.000	74,180.83	
BERKSHIRE HATHAWAY INC DEL CL B	BRK	084670-70-2	11/13/2012	200.000	17,122.61	
BLACKSTONE GROUP LP	BX	09253U-10-8	11/13/2012	1,000.000	14,369.67	
BP PLC SPONS ADR	BP	055622-10-4	11/13/2012	325.000	13,098.20	
CANADIAN GOVERNMENT - CAD 8% JUN 01 2023 DTD 08/17/1992 HELD BY EUROCLEAR 8% JUN 01 2023		135090-9J-9	12/06/2012	10,000.000	16,071.15	

Department of the Treasury-Internal Revenue Service

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IF APPLICABLE, BOX 4 FEDERAL INCOME TAX WITHHELD IS PRESENTED ON THE FINAL PAGE OF FORM 1099-B

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

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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 6a: Non Covered - Basis not reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol	Cusip	Box 1a. Date of sale or exchange	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. check if loss not allowed based on amount in Box 2a
DEUTSCHE BANK AG LONDON NOTES 5 3/8% OCT 12 2012 DTD 10/12/2007		2515A0-HQ-9	08/03/2012	22,000.000	22,143.00	
DOW CHEMICAL CO	DOW	260543-10-3	02/17/2012	575.000	19,794.64	
DOW CHEMICAL CO	DOW	260543-10-3	12/12/2012	700.000	21,732.51	
DUKE ENERGY CORP NEW CASH IN LIEU OF FRACTIONAL SHARES	DUK	26441C-20-4	08/07/2012	.000	44.48	
DUKE ENERGY CORP NEW	DUK	26441C-20-4	11/13/2012	916.000	56,864.76	
EATON VANCE MUNICIPAL BOND FUND	EIM	27827X-10-1	12/05/2012	2,500.000	36,897.16	
EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND	ETY	27828N-10-2	11/13/2012	1,500.000	14,069.68	

Department of the Treasury-Internal Revenue Service

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J.P.Morgan

TS001617

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

Federal Identification Number: 13-4994650
800/576-0938

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 6a: Non Covered - Basis not reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol	Cusip	Box 1a. Date of sale or exchange	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. check if loss not allowed based on amount in Box 2a
EATON VANCE SR FLOATING RATE FUND	EFR	27828Q-10-5	12/05/2012	2,000.000	32,432.76	
EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND	ETG	27828S-10-1	11/13/2012	1,750.000	23,432.29	
EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND	ETW	27829C-10-5	11/13/2012	1,000.000	10,760.13	
ELI LILLY & CO	LLY	532457-10-8	12/12/2012	300.000	14,582.67	
ENERGY TRANSFER PARTNERS L P	ETP	29273R-10-9	11/13/2012	400.000	16,767.62	
EXXON MOBIL CORP	XOM	30231G-10-2	11/13/2012	250.000	21,509.51	
FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005		105756-BH-2	01/17/2012	1,111.110	1,111.11	

Department of the Treasury-Internal Revenue Service

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IF APPLICABLE, BOX 4 FEDERAL INCOME TAX WITHHELD IS PRESENTED ON THE FINAL PAGE OF FORM 1099-B

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS INCOME IS TAXABLE AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

JPMorgan Chase Bank, N.A.
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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W32635-00-0

Corrected Copy 03/11/2013

2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 6a: Non Covered - Basis not reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol	Cusip	Box 1a. Date of sale or exchange	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. check if loss not allowed based on amount in Box 2a	
FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005		105756-BH-2	07/18/2012	1,111.110	1,111.11		
FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005		105756-BH-2	11/05/2012	12,222.220	14,342.78		
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND		337319-10-7	12/03/2012	1,500.000	26,544.57		C
FRONTIER COMMUNICATIONS CORPORATION	FTR	35906A-10-8	07/19/2012	156.000	539.66		
GENERAL ELECTRIC COMPANY NOTES 5% FEB 1 2013 DTD 1/28/2003		369604-AY-9	12/05/2012	23,000.000	23,126.50		

Department of the Treasury-Internal Revenue Service

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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 6a: Non Covered - Basis not reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol	Cusip	Box 1a. Date of sale or exchange	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. check if loss not allowed based on amount in Box 2a
GOLDMAN SACHS GROUP INC NOTES 5 1/4% OCT 15 2013 DTD 10/14/2003		38141G-DQ-4	12/05/2012	22,000.000	22,759.00	
GOOGLE INC CL A	GOOG	38259P-50-8	07/19/2012	50.000	29,700.83	
GOOGLE INC CL A	GOOG	38259P-50-8	11/13/2012	50.000	32,911.26	
GS MORTGAGE SECURITITES CORPORATION II SER 2007-GG10 CL A4 FLOATING RATE AUG 10 2045 DTD 07/01/2007		36246L-AE-1	03/12/2012	50,000.000	55,609.38	

Department of the Treasury-Internal Revenue Service

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

Federal Identification Number: 13-4994650
800/576-0938

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

Copy B For Recipient - (Keep for your records)
RECIPIENT'S Identification Number: 26-2124343

Box 6a: Non Covered - Basis not reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol	Cusip	Box 1a. Date of sale or exchange	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. check if loss not allowed based on amount in Box 2a
HUTCHISON WHAMP INTERNATIONAL LTD 6 1/2% SER REGS FEB 13 2013 DTD 2/13/2003		G4672Q-AA-2	12/05/2012	9,000.000	9,072.00	
INVESCO HIGH YIELD MUNI FD Y	ACTD	001419-65-4	10/26/2012	4,055.416	41,081.37	
ISHARES S&P GLOBAL TELECOMMUNICATION	IXP	464287-27-5	12/10/2012	200.000	11,542.73	
JOHN DEERE CAPITAL CORP 5.10% JAN 15 2013 DTD 1/10/2003		244217-BK-0	12/05/2012	10,000.000	10,035.00	
JOHN DEERE CAPITAL CORP MEDIUM TERM NOTE 4.9% SEP 09 2013 DTD 09/08/2008		24422E-QU-6	12/05/2012	15,000.000	15,457.50	

Department of the Treasury-Internal Revenue Service

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OMB No. 1545-0715

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JPM STR INC OPP FD FUND 3844	JSOS	4812A4-35-1	12/05/2012	2,155.515	25,456.63	
KINDER MORGAN ENERGY PARTNERSHIP L P UNIT OF LIMITED PARTNERSHIP INT	KMP	494550-10-6	11/13/2012	400.000	31,329.19	
KRAFT FOODS GROUP INC COM	KRFT	50076Q-10-6	10/26/2012	250.000	11,207.31	
MONDELEZ INTERNATIONAL-W/I	MDLZ	609207-10-5	10/26/2012	750.000	19,611.80	
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	04/10/2012	50,000.000	60,894.78	

Department of the Treasury-Internal Revenue Service

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

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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
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Corrected Copy 03/11/2013

2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

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RECIPIENT'S Identification Number: 26-2124343

Box 6a: Non Covered - Basis not reported to IRS

Box 8. Description	Box 1d. Stock or Other Symbol	Cusip	Box 1a. Date of sale or exchange	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. check if loss not allowed based on amount in Box 2a
NEW ZEALAND GOVERNMENT-NZD 6% APR 15 2015 DTD 04/15/2003 HELD BY EUROCLEAR ISIN NZGOVD0004R7 SEDOL 6610726		G62784-9B-4	12/05/2012	42,000.000	37,045.93	
NORWEGIAN GOVERNMENT -NOK 6.50% MAY 15 2013 DTD 05/15/2002 HELD BY EUROCLEAR 6.50% MAY 15 2013		666999-9A-7	10/29/2012	202,000.000	35,826.41	
NUVEEN SELECT TAX FREE INCM SH BEN INT	NXQ	67063C-10-6	12/05/2012	1,250.000	18,348.58	

Department of the Treasury-Internal Revenue Service

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OMB No. 1545-0715

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NUVEEN AMT-FREE MUNICIPAL INCOME FUND	NEA	670657-10-5	12/05/2012	1,500.000	23,081.47	
PETROBRAS INTERNATIONAL FINANCE NOTES 9 1/8% JUL 2 2013 DTD 7/2/2003		71645W-AG-6	12/05/2012	15,000.000	15,600.00	
PROCTER & GAMBLE CO	PG	742718-10-9	12/12/2012	250.000	17,611.68	
QUEENSLAND TREASURY CORP 6.000% 09/14/2017 DTD 09/14/2006 HELD BY EUROCLEAR ISIN US748305BG31 SEDOL B1L3004		748305-9H-4	12/05/2012	30,000.000	34,659.84	

Department of the Treasury-Internal Revenue Service

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270 Park Avenue, New York, NY 10017-2014

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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
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Account Number: W 32635-00-0

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2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

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RECIPIENT'S Identification Number: 26-2124343

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REPUBLIC OF SOUTH AFRICA - ZAR 8.75% DEC 21 2014 DTD 12/21/2002 HELD BY EUROCLEAR ISIN ZAG000019878 SEDOL 6711953		S69124-9Q-0	10/26/2012	105,000.000	12,975.21	
REPUBLIC OF PERU NOTES 9 1/8% FEB 21 2012 DTD 8/21/2002		715638-AL-6	02/21/2012	20,000.000	20,000.00	
SECTOR SPDR TR SBI INT-FINL SEDOL 2364038	XLF	81369Y-60-5	10/26/2012	3,000.000	46,918.94	

Department of the Treasury-Internal Revenue Service

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BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
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RECIPIENT'S Identification Number: 26-2124343

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SUNCOR ENERGY INC - CAD MEDIUM TERM NOTES 5.8% MAY 22 2018 DTD 05/22/2008 HEDL BY EUROCLEAR ISIN CA86721ZAC38 MEDIUM TERM NOTES 5.8% MAY 22 2018		86721Z-9B-7	12/05/2012	20,000.000	23,364.72	
SWEDISH GOVERNMENT - SEK 5.50% OCT 8 2012 DTD 10/08/2001 HELD BY EUROCLEAR ISIN SE0000909640 SEDOL 7334821		H33482-9A-2	10/09/2012	80,000.000	11,869.82	

Department of the Treasury-Internal Revenue Service

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

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800/576-0938

BERNSTEIN FAMILY INVESTMENT LLLP
950 PENINSULA CORP CIR STE 3010
BOCA RATON, FL 33487-1387
Account Number: W 32635-00-0

Corrected Copy 03/11/2013

2012 Proceeds from Broker and Barter Exchange Transactions (Form 1099-B)

OMB No. 1545-0715

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RECIPIENT'S Identification Number: 26-2124343

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Box 8. Description	Box 1d. Stock or Other Symbol	Cusip	Box 1a. Date of sale or exchange	Box 1e. Quantity Sold	Box 2a. Stocks, bonds, etc*	Box 2b. check if loss not allowed based on amount in Box 2a
TELECOM ITALIA FIN SA - EUR MEDIUM TERM NOTE 6.875% JAN 24 2013 DTD 01/24/2003 HELD BY EUROCLEAR MEDIUM TERM NOTE 6.875% JAN 24 2013		H53465-9C-8	10/29/2012	12,000.000	15,696.26	
TSY 5% 2018 - GBP 5% MAR 07 2018 DTD 05/25/2007 HELD BY EUROCLEAR 5% MAR 07 2018		871291-9B-8	12/05/2012	12,000.000	23,230.94	

Department of the Treasury-Internal Revenue Service

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BERNSTEIN FAMILY INVESTMENT LLLP
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UNITED MEXICAN STATES NOTES 6 3/8% JAN 16 2013 DTD 1/16/2003		91086Q-AK-4	12/05/2012	24,000.000	24,084.00	
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH	922907-40-7	02/22/2012	2,242.557	24,600.84	
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH	922907-40-7	07/19/2012	169.532	1,895.36	
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH	922907-40-7	12/05/2012	2,851.154	32,731.24	
VERIZON COMMUNICATIONS 5 1/2% FEB 15 2018 DTD 02/12/2008		92343V-AL-8	12/05/2012	21,000.000	25,172.70	

Department of the Treasury-Internal Revenue Service

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WAL-MART STORES INC SR NOTES 5.8% FEB 15 2018 DTD 08/24/2007		931142-CJ-0	12/05/2012	15,000.000	18,394.50	
WELLS FARGO FDS TR INTRMDT TXFR A	WFIT	949921-59-7	12/05/2012	12,601.733	149,960.63	
WESTERN ASSET MUN HIGH INCOME FUND	MHF	95766N-10-3	10/26/2012	1,500.000	12,630.70	
Total Non Covered					**1,495,017.95**	

Department of the Treasury-Internal Revenue Service

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Account Number: W 32635-00-0

Corrected Copy 03/11/2013

Instructions for Recipient

Brokers and barter exchanges must report proceeds from transactions to you and the IRS on Form 1099-B. Reporting is also required when your broker knows or has reason to know that a corporation in which you own stock has had a reportable change in control or capital structure. You may be required to recognize gain from the receipt of cash, stock, or other property that was exchanged for the corporation's stock. If your broker reported this type of transaction to you, the corporation is identified in box 8.

Recipient's identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS and, where applicable, to state and/or local governments.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

Cusip number. For broker transactions, may show the CUSIP(Committee on Uniform Security Identification Procedures) number of the item reported.

1a. Shows the trade date of the sale or exchange. For short sales, the date shown is the date the security was delivered to close the short sale. For aggregate reporting in boxes 9 through 12, no entry will be present.

1b. This box may be blank if box 6a is checked or if the securities sold were acquired on a variety of dates. For short sales, the date shown is the date you acquired the security delivered to close the short sale.

2a. Shows the aggregate cash proceeds from transactions involving stocks, bonds, other debt obligations, commodities, or forward contracts. May show the proceeds from the disposition of your interest(s) in a widely held fixed investment trust. May also show the aggregate amount of cash and the fair market value of any stock or other property received in a reportable change in control or capital structure arising from the corporate transfer of property to a foreign corporation. Losses on forward contracts are shown in parentheses. This box does not include proceeds from regulated futures contracts. The broker must indicate whether the sales price or the sales price less commissions(including transfer taxes) and option premiums was reported to the IRS. Report this amount on Form 8949 as explained in the instructions for Schedule D(Form 1040).

2b. If checked, you cannot take a loss on your tax return based on gross proceeds from a reportable change in control or capital structure reported in box 2a. Do not report this loss on Form 8949 or Schedule D. The broker should advise you of any losses on a separate statement.

3. Shows the cost or other basis of securities sold. If box 6a is checked, box 3 may be blank. See the Schedule D (Form 1040) instructions or Pub. 550 for details about basis.

4. Shows backup withholding. Generally, a payer must backup withhold if you did not furnish your taxpayer identification number to the payer. See Form W-9 for information on backup withholding. Include this amount on your income tax return as tax withheld.

5. Shows the amount of nondeductible loss in a wash sale transaction. For details on wash sales, see the Schedule D (Form 1040) instructions and Pub. 550.

6a. If checked, the securities sold were noncovered securities and boxes 1b, 1c, 3, and 5 may be blank. Generally, a noncovered security means: a security other than stock; stock purchased before 2011; stock in most mutual funds and other regulated investment companies purchased before 2012; and stock purchased in or transferred to a dividend reinvestment plan before 2012.

6b. If checked, the basis in box 3 has been reported to the IRS.

7. Shows the cash you received, the fair market value of any property or services you received, and the fair market value of any trade credits or scrip credited to your account by a barter exchange. See Pub. 525.

8. Shows a brief description of the item or service for which the proceeds or bartering income is being reported. For regulated futures contracts and forward contracts,"RFC" or other appropriate description may be shown. For a corporation that had a reportable change in control or capital structure, this box may show the class of stock as C(common), P(preferred), or O(other).

Regulated Futures Contracts (Boxes 9 Through 12):

9. Shows the profit or (loss) realized on regulated futures or foreign currency contracts closed during 2012.

10. Shows any year-end adjustment to the profit or (loss) shown in Box 9 due to open contracts on December 31, 2011.

11. Shows the unrealized profit or (loss) on open contracts held in your account on December 31, 2012. These are considered sold as of that date. This will become an adjustment reported in box 10 in 2013.

12. Boxes 9, 10, and 11 are all used to figure the aggregate profit or (loss) on regulated futures or foreign currency contracts for the year. Include this amount on your 2012 Form 6781.

13 - 15. Shows state income tax withheld.

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

2012 Tax Information Summary

Our records show that FLORIDA is your state of residence.

Note: **C** indicates correction

Dividend Income

Total Domestic Dividends	**33,569.28**	
Qualifying Domestic Dividends	28,754.44	
Non-Qualifying Domestic Dividends	4,814.84	
Total Foreign Dividends	**643.50**	
Qualifying Foreign Dividends	643.50	
Total Tax-Exempt Dividend Income	**11,259.25**	
Tax Exempt Dividends	10,788.59	
Tax Exempt Dividends Subject to Amt	470.66	
Non-Dividend Distributions	**5,185.19**	

Interest Income

Total Taxable Interest Income	**30,577.04**	**C**
Corporate, Mortgage, Savings Interest	7,809.53	**C**
Foreign Interest	22,767.51	

Miscellaneous Income

Foreign Exchange Gain/Loss on Currency Contracts/Other	192.95
Foreign Exchange Gain/Loss on Capital Transactions (See Capital Gain/Loss Schedule)	23,148.42
Ordinary Income (See Capital Gain/Loss Schedule)	1,153.41

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

2012 Tax Information Summary

Our records show that FLORIDA is your state of residence.

Disbursements

Foreign Tax Withheld	**-484.96**	
Withholding - Qualifying Foreign Dividends	-471.28	
Withholding - Non-Qualifying Foreign Div/Interest	-13.68	

Capital Gain and Loss

Total Short-Term Gain and Loss	**20,646.16**	**C**
Short-Term Covered Gain and Loss	4,190.68	
Short-Term Non Covered Gain and Loss	16,455.48	
Total Long-Term Gain and Loss	**372,336.53**	**C**
Long-Term Covered Gain and Loss	13,502.82	
Long-Term Non Covered Gain and Loss	358,833.71	

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

Note: I = It has been determined that this security does not qualify for the reduced rate.
H = This payment does not qualify for the reduced rate due to holding period limitations.
R = This payment has been identified as non-qualified by a 3rd party source.
S = This payment represents a short-term capital gain distribution.

Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
AT&T INC			00206R102				
02/01/2012	01/06/2012	750.000		330.00			330.00
05/01/2012	04/05/2012	750.000		330.00			330.00
08/01/2012	07/06/2012	750.000		330.00			330.00
11/01/2012	10/05/2012	750.000		330.00			330.00
Total				**1,320.00**			**1,320.00**
ABBOTT LABORATORIES			002824100				
02/15/2012	01/11/2012	700.000		336.00			336.00
05/15/2012	04/11/2012	700.000		357.00			357.00
08/15/2012	07/11/2012	700.000		357.00			357.00
11/15/2012	10/11/2012	350.000		178.50			178.50
Total				**1,228.50**			**1,228.50**
APPLE INC.			037833100				
08/16/2012	08/09/2012	250.000		662.50			662.50
11/15/2012	11/07/2012	125.000		331.25			331.25
Total				**993.75**			**993.75**
BRISTOL MYERS SQUIBB CO			110122108				
02/01/2012	01/04/2012	1,000.000		340.00			340.00
05/01/2012	04/03/2012	1,000.000		340.00			340.00
08/01/2012	07/03/2012	1,000.000		340.00			340.00

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DIVIDEND SCHEDULE

Domestic Taxable Dividends

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S = This payment represents a short-term capital gain distribution.

Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
11/01/2012	10/03/2012	1,000.000		340.00			340.00
Total				**1,360.00**			**1,360.00**
CHEVRON CORP			166764100				
03/12/2012	02/15/2012	200.000		162.00			162.00
06/11/2012	05/16/2012	200.000		180.00			180.00
09/10/2012	08/15/2012	200.000		180.00			180.00
12/10/2012	11/14/2012	200.000		180.00			180.00
Total				**702.00**			**702.00**
COCA-COLA CO			191216100				
04/02/2012	03/13/2012	250.000		127.50			127.50
07/02/2012	06/13/2012	250.000		127.50			127.50
10/01/2012	09/12/2012	500.000		127.50			127.50
12/17/2012	11/28/2012	500.000		127.50			127.50
Total				**510.00**			**510.00**
DOW CHEMICAL CO			260543103				
01/30/2012	12/28/2011	2,000.000		500.00			500.00
04/30/2012	03/28/2012	1,425.000		356.25			356.25
07/30/2012	06/27/2012	1,425.000		456.00			456.00
10/30/2012	09/26/2012	1,425.000		456.00			456.00
12/31/2012	12/20/2012	725.000		232.00			232.00

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

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Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
Total				**2,000.25**			**2,000.25**
DUKE ENERGY CORP			26441C105				
03/16/2012	02/15/2012	2,750.000		687.50			687.50
06/18/2012	05/16/2012	2,750.000		687.50			687.50
Total				**1,375.00**			**1,375.00**
DUKE ENERGY CORP NEW			26441C204				
09/17/2012	08/15/2012	916.000		700.74			700.74
Total				**700.74**			**700.74**
EATON VANCE MUNICIPAL BOND FUND			27827X101				
01/31/2012	01/20/2012	2,500.000			.25 R		.25
02/29/2012	02/17/2012	2,500.000			.25 R		.25
03/30/2012	03/21/2012	2,500.000			.25 R		.25
04/30/2012	04/19/2012	2,500.000			.25 R		.25
05/31/2012	05/22/2012	2,500.000			.25 R		.25
06/29/2012	06/20/2012	2,500.000			.24 R		.24
07/31/2012	07/20/2012	2,500.000			.24 R		.24
08/31/2012	08/22/2012	2,500.000			.24 R		.24
09/28/2012	09/19/2012	2,500.000			.24 R		.24
10/31/2012	10/22/2012	2,500.000			.24 R		.24
11/30/2012	11/20/2012	2,500.000			.24 R		.24

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

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Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
Total					**2.69**		**2.69**
EATON VANCE TAX-MANAGED DIVERSIFIED			27828N102				
03/01/2012	02/17/2012	1,500.000		40.59			40.59
06/01/2012	05/22/2012	1,500.000		35.48			35.48
09/04/2012	08/22/2012	1,500.000		35.48			35.48
Total				**111.55**			**111.55**
EATON VANCE SR FLOATING RATE FUND			27828Q105				
02/29/2012	02/17/2012	2,000.000		3.86			3.86
02/29/2012	02/17/2012	2,000.000			166.14 R		166.14
03/30/2012	03/21/2012	2,000.000		3.95			3.95
03/30/2012	03/21/2012	2,000.000			170.05 R		170.05
04/30/2012	04/19/2012	2,000.000		3.95			3.95
04/30/2012	04/19/2012	2,000.000			170.05 R		170.05
05/31/2012	05/22/2012	2,000.000		3.95			3.95
05/31/2012	05/22/2012	2,000.000			170.05 R		170.05
06/29/2012	06/20/2012	2,000.000		4.00			4.00
06/29/2012	06/20/2012	2,000.000			172.00 R		172.00
07/31/2012	07/20/2012	2,000.000		4.04			4.04
07/31/2012	07/20/2012	2,000.000			173.96 R		173.96
08/31/2012	08/22/2012	2,000.000		4.09			4.09
08/31/2012	08/22/2012	2,000.000			175.91 R		175.91

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

Note: I = It has been determined that this security does not qualify for the reduced rate.
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Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
09/28/2012	09/19/2012	2,000.000		4.18			4.18
09/28/2012	09/19/2012	2,000.000			179.82 R		179.82
10/31/2012	10/22/2012	2,000.000		4.22			4.22
10/31/2012	10/22/2012	2,000.000			181.78 R		181.78
11/30/2012	11/20/2012	2,000.000		4.31			4.31
11/30/2012	11/20/2012	2,000.000			185.69 R		185.69
Total				**40.55**	**1,745.45**		**1,786.00**
EATON VANCE TAX ADVANTAGED GLOBAL			27828S101				
02/29/2012	02/17/2012	3,500.000		358.75			358.75
03/30/2012	03/21/2012	3,500.000		358.75			358.75
04/30/2012	04/19/2012	3,500.000		358.75			358.75
05/31/2012	05/22/2012	3,500.000		358.75			358.75
06/29/2012	06/20/2012	3,500.000		358.75			358.75
07/31/2012	07/20/2012	3,500.000		358.75			358.75
08/31/2012	08/22/2012	3,500.000		358.75			358.75
09/28/2012	09/19/2012	3,500.000		358.75			358.75
10/31/2012	10/22/2012	3,500.000		358.75			358.75
11/30/2012	11/20/2012	1,750.000		179.38			179.38
12/31/2012	12/20/2012	1,750.000		179.38			179.38
01/11/2013	12/27/2012	1,750.000		179.38			179.38
Total				**3,766.89**			**3,766.89**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

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Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
EATON VANCE TAX MANAGED GLOBAL BUY			27829C105				
03/30/2012	03/21/2012	1,000.000		58.34			58.34
06/29/2012	06/20/2012	1,000.000		58.34			58.34
09/28/2012	09/19/2012	1,000.000		58.34			58.34
Total				**175.02**			**175.02**
EATON VANCE TAX-MANAGED GLOBAL			27829F108				
02/29/2012	02/17/2012	3,500.000		273.04			273.04
05/31/2012	05/22/2012	3,500.000		234.34			234.34
08/31/2012	08/22/2012	3,500.000		234.34			234.34
11/30/2012	11/20/2012	3,500.000		234.34			234.34
Total				**976.06**			**976.06**
EXXON MOBIL CORP			30231G102				
03/09/2012	02/08/2012	250.000		117.50			117.50
06/11/2012	05/10/2012	250.000		142.50			142.50
09/10/2012	08/09/2012	250.000		142.50			142.50
12/10/2012	11/07/2012	250.000		142.50			142.50
Total				**545.00**			**545.00**
FIRST TRUST/ABERDEEN GLOBAL			337319107				
01/17/2012	01/03/2012	1,500.000			165.90 R		165.90
02/15/2012	02/01/2012	1,500.000			165.90 R		165.90

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

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Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV		Not Reported on JPM Federal Form 1099-DIV	Total
03/15/2012	03/01/2012	1,500.000			165.90	R		165.90
04/16/2012	04/02/2012	1,500.000			165.90	R		165.90
05/15/2012	05/01/2012	1,500.000			165.90	R		165.90
06/15/2012	06/01/2012	1,500.000			165.90	R		165.90
07/16/2012	07/02/2012	1,500.000			165.90	R		165.90
08/15/2012	08/01/2012	1,500.000			165.90	R		165.90
09/17/2012	09/04/2012	1,500.000			165.90	R		165.90
10/15/2012	10/01/2012	1,500.000			165.90	R		165.90
11/15/2012	11/01/2012	1,500.000			165.90	R		165.90
12/10/2012	12/03/2012	1,500.000			165.90	R		165.90
Total					**1,990.80**			**1,990.80**
FRONTIER COMMUNICATIONS CORPORATION			35906A108					
03/30/2012	03/07/2012	156.000		12.26				12.26
06/29/2012	06/06/2012	156.000		12.26				12.26
Total				**24.52**				**24.52**
GENERAL DYNAMICS CORP			369550108					
02/10/2012	01/18/2012	400.000		188.00				188.00
05/11/2012	04/11/2012	400.000		204.00				204.00
08/10/2012	07/03/2012	400.000		204.00				204.00
11/09/2012	10/03/2012	400.000		204.00				204.00
12/26/2012	12/14/2012	400.000		204.00				204.00

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

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Total				**1,004.00**			**1,004.00**
GENERAL ELECTRIC CO			369604103				
01/25/2012	12/22/2011	1,500.000		255.00			255.00
04/25/2012	02/23/2012	1,500.000		255.00			255.00
07/25/2012	06/21/2012	1,500.000		255.00			255.00
10/25/2012	09/20/2012	1,500.000		255.00			255.00
Total				**1,020.00**			**1,020.00**
ISHARES S&P GLOBAL TELECOMMUNICATION			464287275				
06/27/2012	06/20/2012	200.000		336.03			336.03
Total				**336.03**			**336.03**
JOHNSON & JOHNSON			478160104				
03/13/2012	02/24/2012	400.000		228.00			228.00
06/12/2012	05/24/2012	400.000		244.00			244.00
09/11/2012	08/24/2012	400.000		244.00			244.00
12/11/2012	11/23/2012	400.000		244.00			244.00
Total				**960.00**			**960.00**
JOHNSON CONTROLS INC			478366107				
01/03/2012	12/07/2011	300.000		54.00			54.00
04/03/2012	03/07/2012	300.000		54.00			54.00
07/03/2012	06/06/2012	300.000		54.00			54.00

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

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10/02/2012	09/05/2012	300.000		54.00				54.00
Total				**216.00**				**216.00**
JPM STR INC OPP FD			4812A4351					
02/01/2012	01/31/2012	2,164.837			34.64	I		34.64
03/01/2012	02/29/2012	2,167.862			75.88	I		75.88
04/02/2012	03/30/2012	2,174.426			80.45	I		80.45
05/01/2012	04/30/2012	2,181.391			76.35	I		76.35
06/01/2012	05/31/2012	2,187.989			74.39	I		74.39
07/02/2012	06/29/2012	2,194.463			81.20	I		81.20
08/01/2012	07/31/2012	2,201.475			83.66	I		83.66
09/04/2012	08/31/2012	2,208.674			79.51	I		79.51
10/01/2012	09/28/2012	2,215.487			81.97	I		81.97
11/01/2012	10/31/2012	2,222.469			68.90	I		68.90
12/03/2012	11/30/2012	2,228.322			73.53	I		73.53
Total					**810.48**			**810.48**
KIMBERLY-CLARK CORP			494368103					
01/04/2012	12/07/2011	250.000		175.00				175.00
04/03/2012	03/07/2012	250.000		185.00				185.00
07/03/2012	06/06/2012	250.000		185.00				185.00
10/02/2012	09/05/2012	250.000		185.00				185.00
Total				**730.00**				**730.00**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

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Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
KRAFT FOODS INC CLASS A			50075N104				
01/13/2012	12/28/2011	750.000		217.50			217.50
04/16/2012	03/28/2012	750.000		217.50			217.50
07/16/2012	06/27/2012	750.000		217.50			217.50
10/15/2012	09/17/2012	750.000		217.50			217.50
Total				**870.00**			**870.00**
ELI LILLY & CO			532457108				
03/09/2012	02/13/2012	300.000		147.00			147.00
06/08/2012	05/11/2012	300.000		147.00			147.00
09/10/2012	08/13/2012	300.000		147.00			147.00
12/10/2012	11/13/2012	300.000		147.00			147.00
Total				**588.00**			**588.00**
MC DONALDS CORP			580135101				
03/15/2012	02/28/2012	500.000		350.00			350.00
06/15/2012	05/31/2012	500.000		350.00			350.00
09/18/2012	08/30/2012	500.000		350.00			350.00
12/17/2012	11/29/2012	500.000		385.00			385.00
Total				**1,435.00**			**1,435.00**
MERCK AND CO INC			58933Y105				
01/09/2012	12/13/2011	500.000		210.00			210.00

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

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Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
04/06/2012	03/13/2012	500.000		210.00			210.00
07/09/2012	06/13/2012	500.000		210.00			210.00
10/05/2012	09/13/2012	500.000		210.00			210.00
Total				**840.00**			**840.00**
PEOPLE'S UNITED FINANCIAL INC			712704105				
02/15/2012	01/30/2012	1,000.000		157.50			157.50
05/15/2012	04/27/2012	1,000.000		160.00			160.00
08/15/2012	07/30/2012	1,000.000		160.00			160.00
Total				**477.50**			**477.50**
PFIZER INC			717081103				
03/06/2012	02/01/2012	1,500.000		330.00			330.00
06/05/2012	05/09/2012	1,500.000		330.00			330.00
09/05/2012	08/01/2012	1,500.000		330.00			330.00
12/04/2012	11/07/2012	1,500.000		330.00			330.00
Total				**1,320.00**			**1,320.00**
PROCTER & GAMBLE CO			742718109				
02/15/2012	01/18/2012	450.000		236.25			236.25
05/15/2012	04/25/2012	450.000		252.90			252.90
08/15/2012	07/18/2012	450.000		252.90			252.90
11/15/2012	10/17/2012	450.000		252.90			252.90

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DIVIDEND SCHEDULE

Domestic Taxable Dividends

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Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
Total				**994.95**			**994.95**
SECTOR SPDR TR			81369Y605				
03/29/2012	03/16/2012	3,000.000		105.03			105.03
03/29/2012	03/16/2012	3,000.000			44.31 R		44.31
06/28/2012	06/15/2012	3,000.000		143.10			143.10
06/28/2012	06/15/2012	3,000.000			60.36 R		60.36
10/04/2012	09/21/2012	3,000.000		139.50			139.50
10/04/2012	09/21/2012	3,000.000			58.83 R		58.83
Total				**387.63**	**163.50**		**551.13**
SOUTHERN CO			842587107				
03/06/2012	02/02/2012	300.000		141.75			141.75
06/06/2012	05/03/2012	300.000		147.00			147.00
09/06/2012	08/02/2012	300.000		147.00			147.00
Total				**435.75**			**435.75**
VERIZON COMMUNICATIONS INC			92343V104				
02/01/2012	01/06/2012	650.000		325.00			325.00
05/01/2012	04/05/2012	650.000		325.00			325.00
08/01/2012	07/06/2012	650.000		325.00			325.00
11/01/2012	10/05/2012	650.000		334.75			334.75
Total				**1,309.75**			**1,309.75**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Domestic Taxable Dividends

Note: I = It has been determined that this security does not qualify for the reduced rate.
H = This payment does not qualify for the reduced rate due to holding period limitations.
R = This payment has been identified as non-qualified by a 3rd party source.
S = This payment represents a short-term capital gain distribution.

Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
WELLS FARGO FDS TR			949921597				
01/31/2012	01/31/2012	12,675.181			9.96 R		9.96
02/29/2012	02/29/2012	12,706.745			9.63 R		9.63
03/30/2012	03/30/2012	12,738.553			9.63 R		9.63
04/30/2012	04/30/2012	12,767.896			8.96 R		8.96
05/31/2012	05/31/2012	12,798.255			9.32 R		9.32
06/29/2012	06/29/2012	12,830.500			9.86 R		9.86
07/31/2012	07/31/2012	12,859.196			8.87 R		8.87
08/31/2012	08/31/2012	12,890.670			9.72 R		9.72
09/28/2012	09/28/2012	12,915.913			7.84 R		7.84
10/31/2012	10/31/2012	12,943.315			8.52 R		8.52
12/05/2012	11/30/2012	12,971.256			9.61 R		9.61
Total					**101.92**		**101.92**
Total Domestic Taxable Dividends				**28,754.44**	**4,814.84**		**33,569.28**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Foreign Dividends

Note: I = It has been determined that this security does not qualify for the reduced rate.
H = This payment does not qualify for the reduced rate due to holding period limitations.
R = This payment has been identified as non-qualified by a 3rd party source.
S = This payment represents a short-term capital gain distribution.

Security Description / Date	Ex-Date	Units	CUSIP	Qualifying Dividends Reportable on JPM Federal Form 1099-DIV	Non-Qualifying Div Reportable on JPM Federal Form 1099-DIV	Not Reported on JPM Federal Form 1099-DIV	Total
United Kingdom							
BP PLC			055622104				
03/30/2012	02/15/2012	325.000		156.00			156.00
06/27/2012	05/09/2012	325.000		156.00			156.00
09/25/2012	08/08/2012	325.000		156.00			156.00
12/21/2012	11/07/2012	325.000		175.50			175.50
Total				**643.50**			**643.50**
Total United Kingdom				**643.50**			**643.50**
Total Foreign Dividends				**643.50**			**643.50**
Total Ordinary Dividends				**29,397.94**	**4,814.84**		**34,212.78**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Non-Dividend Distributions

Security Description	Security Number	Reported on JPMorgan Chase Federal Form 1099-DIV	Not Reported on JPMorgan Chase Federal Form 1099-DIV	Total
EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND	27828N-10-2	393.66		393.66
EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND	27828N-10-2	344.02		344.02
EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND	27828N-10-2	344.02		344.02
EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND	27829C-10-5	233.66		233.66
EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND	27829C-10-5	233.66		233.66
EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND	27829C-10-5	233.66		233.66
EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND	27829F-10-8	848.44		848.44
EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND	27829F-10-8	728.17		728.17
EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND	27829F-10-8	728.17		728.17
EATON VANCE TAX-MANAGED GLOBAL DIVERSIFIED EQUITY INCOME FUND	27829F-10-8	728.17		728.17

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Non-Dividend Distributions

Security Description	Security Number	Reported on JPMorgan Chase Federal Form 1099-DIV	Not Reported on JPMorgan Chase Federal Form 1099-DIV	Total
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Non-Dividend Distributions

Security Description	*Security Number*	*Reported on JPMorgan Chase Federal Form 1099-DIV*	*Not Reported on JPMorgan Chase Federal Form 1099-DIV*	*Total*
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FIRST TRUST/ABERDEEN GLOBAL OPPORTUNITY INCOME FUND	337319-10-7	30.24		30.24
FRONTIER COMMUNICATIONS CORPORATION	35906A-10-8	3.34		3.34
FRONTIER COMMUNICATIONS CORPORATION	35906A-10-8	3.34		3.34
Total Non-Dividend Distributions		**5,185.19**		**5,185.19**

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DIVIDEND SCHEDULE

Exempt Interest Dividends

Security Description	*Security Number*	*Reported on JPMorgan Chase Federal Form 1099-DIV*	*Not Reported on JPMorgan Chase Federal Form 1099-DIV*	*Bond Premium Amortization*
INVESCO HIGH YIELD MUNI FD Y @ 0.048 PER SHARE	001419-65-4	1,861.91		
Total		**1,861.91**		
EATON VANCE MUNICIPAL BOND FUND	27827X-10-1	1,784.05		
Total		**1,784.05**		
NUVEEN SELECT TAX FREE INCM SH BEN INT	67063C-10-6	685.63		
Total		**685.63**		
NUVEEN AMT-FREE MUNICIPAL INCOME FUND	670657-10-5	1,155.00		
Total		**1,155.00**		
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 DIV PAID	922907-40-7	1,134.55		
Total		**1,134.55**		
WELLS FARGO FDS TR INTRMDT TXFR A @ 0.002 PER SHARE	949921-59-7	3,744.00		
Total		**3,744.00**		

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Exempt Interest Dividends

Security Description	*Security Number*	*Reported on JPMorgan Chase Federal Form 1099-DIV*	*Not Reported on JPMorgan Chase Federal Form 1099-DIV*	*Bond Premium Amortization*
WESTERN ASSET MUN HIGH INCOME FUND	95766N-10-3	423.45		
Total		**423.45**		
Total Exempt Interest Dividends		**10,788.59**		

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DIVIDEND SCHEDULE

Exempt Interest Dividend Subject to AMT

Security Description	Security Number	Reported on JPMorgan Chase Federal Form 1099-DIV	Not Reported on JPMorgan Chase Federal Form 1099-DIV	Bond Premium Amortization
INVESCO HIGH YIELD MUNI FD Y @ 0.048 PER SHARE	001419-65-4	178.87		
Total		**178.87**		
NUVEEN SELECT TAX FREE INCM SH BEN INT	67063C-10-6	36.30		
Total		**36.30**		
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44 DIV PAID	922907-40-7	168.94		
Total		**168.94**		
WESTERN ASSET MUN HIGH INCOME FUND	95766N-10-3	86.55		
Total		**86.55**		
Total Exempt Interest Dividend Subject to AMT		**470.66**		

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

FOREIGN SOURCE INCOME SCHEDULE

Form 1116 Reporting

Security Description	*Cusip*	*Total Qualified Foreign Source Income*	*Total Foreign Source Income*
EATON VANCE TAX-MANAGED GLOBAL	27829F-10-8		706.67
ISHARES S&P GLOBAL TELECOMMUNICATION	464287-27-5		230.77
Total - Foreign Source Income			**937.44**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

INTEREST SCHEDULE

Corporate, Mortgage, & Savings Interest

Note: **C** indicates correction

Security Description	Security Number	Reported on JPMorgan Chase Federal Form 1099-INT	Not Reported on JPMorgan Chase Federal Form 1099-INT	Early Withdrawal Penalty	Bond Premium Amortization	
JOHN DEERE CAPITAL CORP 5.10% JAN 15 2013 DTD 1/10/2003	244217-BK-0	715.42				
JOHN DEERE CAPITAL CORP MEDIUM TERM NOTE 4.9% SEP 09 2013 DTD 09/08/2008	24422E-QU-6	922.83				
GS MORTGAGE SECURITITES CORPORATION	36246L-AE-1	598.63				C
GENERAL ELECTRIC COMPANY NOTES 5% FEB 1 2013 DTD 1/28/2003	369604-AY-9	1,562.08				
GOLDMAN SACHS GROUP INC NOTES 5 1/4% OCT 15 2013 DTD 10/14/2003	38141G-DQ-4	1,331.46				
VERIZON COMMUNICATIONS 5 1/2% FEB 15 2018 DTD 02/12/2008	92343V-AL-8	1,523.96				
WAL-MART STORES INC SR NOTES 5.8% FEB 15 2018 DTD 08/24/2007	931142-CJ-0	1,147.92				

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

INTEREST SCHEDULE

Corporate, Mortgage, & Savings Interest

Note: **C** indicates correction

Security Description	*Security Number*	*Reported on JPMorgan Chase Federal Form 1099-INT*	*Not Reported on JPMorgan Chase Federal Form 1099-INT*	*Early Withdrawal Penalty*	*Bond Premium Amortization*	
INTEREST ON NET AVERAGE CASH BALANCE		7.23				
Total Corporate, Mortgage and Savings Interest		**7,809.53**				**C**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

INTEREST SCHEDULE

Foreign Interest

Security Description	Security Number	Reported on JPMorgan Chase Federal Form 1099-INT	Not Reported on JPMorgan Chase Federal Form 1099-INT	Total
Australia				
QUEENSLAND TREASURY CORP - AUD 6% SEP 14 2017 DTD 09/14/2006	748305-BG-3	1,888.82		1,888.82
QUEENSLAND TREASURY CORP 6.000% 09/14/2017 DTD 09/14/2006 HELD BY EUROCLEAR ISIN US748305BG31 SEDOL B1L3004	748305-9H-4	452.05		452.05
Total Australia		**2,340.87**		**2,340.87**
Brazil				
FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005	105756-BH-2	1,418.02		1,418.02
Total Brazil		**1,418.02**		**1,418.02**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

INTEREST SCHEDULE

Foreign Interest

Security Description	*Security Number*	*Reported on JPMorgan Chase Federal Form 1099-INT*	*Not Reported on JPMorgan Chase Federal Form 1099-INT*	*Total*
Canada				
GOVERNMENT OF CANADA 8% JUN 1 2023 DTD 8/17/92	135087-UT-9	783.40		783.40
CANADIAN GOVERNMENT - CAD 8% JUN 01 2023 DTD 08/17/1992 HELD BY EUROCLEAR ISIN CA135087UT96 SEDOL 2174293	135090-9J-9	22.16		22.16
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	1,199.04		1,199.04
Total Canada		**2,004.60**		**2,004.60**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W32635-00-0

INTEREST SCHEDULE

Foreign Interest

Security Description	Security Number	Reported on JPMorgan Chase Federal Form 1099-INT	Not Reported on JPMorgan Chase Federal Form 1099-INT	Total
Cayman Islds				
HUTCHISON WHAMP INTERNATIONAL LTD 6 1/2% SER REGS FEB 13 2013 DTD 2/13/2003	G4672Q-AA-2	775.13		775.13
PETROBRAS INTERNATIONAL FINANCE NOTES 9 1/8% JUL 2 2013 DTD 7/2/2003	71645W-AG-6	1,285.11		1,285.11
Total Cayman Islds		**2,060.24**		**2,060.24**
Germany				
DEUTSCHE BANK AG LONDON NOTES 5 3/8% OCT 12 2012 DTD 10/12/2007	2515A0-HQ-9	972.28		972.28
Total Germany		**972.28**		**972.28**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

INTEREST SCHEDULE

Foreign Interest

Security Description	*Security Number*	*Reported on JPMorgan Chase Federal Form 1099-INT*	*Not Reported on JPMorgan Chase Federal Form 1099-INT*	*Total*
Luxembourg				
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	1,874.87		1,874.87
Total Luxembourg		**1,874.87**		**1,874.87**
Mexico				
UNITED MEXICAN STATES NOTES 6 3/8% JAN 16 2013 DTD 1/16/2003	91086Q-AK-4	2,142.00		2,142.00
Total Mexico		**2,142.00**		**2,142.00**
New Zealand				
NEW ZEALAND GOVERNMENT-NZD 6% APR 15 2015 DTD 04/15/2003 HELD BY EUROCLEAR ISIN NZGOVD0004R7 SEDOL 6610726	G62784-9B-4	2,354.07		2,354.07

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INTEREST SCHEDULE

Foreign Interest

Security Description	Security Number	Reported on JPMorgan Chase Federal Form 1099-INT	Not Reported on JPMorgan Chase Federal Form 1099-INT	Total
Total New Zealand		**2,354.07**		**2,354.07**
Norway				
NORWEGIAN GOVERNMENT -NOK 6.50% MAY 15 2013 DTD 05/15/2002 HELD BY EUROCLEAR ISIN NO0010144843 SEDOL 7381076	666999-9A-7	3,249.16		3,249.16
Total Norway		**3,249.16**		**3,249.16**
Peru				
REPUBLIC OF PERU NOTES 9 1/8% FEB 21 2012 DTD 8/21/2002	715638-AL-6	912.50		912.50
Total Peru		**912.50**		**912.50**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

INTEREST SCHEDULE

Foreign Interest

Security Description	Security Number	Reported on JPMorgan Chase Federal Form 1099-INT	Not Reported on JPMorgan Chase Federal Form 1099-INT	Total
South Africa				
REPUBLIC OF SOUTH AFRICA - ZAR 8.75% DEC 21 2014 DTD 12/21/2002 HELD BY EUROCLEAR ISIN ZAG000019878 SEDOL 6711953	S69124-9Q-0	923.16		923.16
Total South Africa		**923.16**		**923.16**
Sweden				
SWEDISH GOVERNMENT - SEK 5.50% OCT 8 2012 DTD 10/08/2001 HELD BY EUROCLEAR ISIN SE0000909640 SEDOL 7334821	0SEKPR-CV-3	652.84		652.84
Total Sweden		**652.84**		**652.84**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

INTEREST SCHEDULE

Foreign Interest

Security Description	*Security Number*	*Reported on JPMorgan Chase Federal Form 1099-INT*	*Not Reported on JPMorgan Chase Federal Form 1099-INT*	*Total*	
United Kingdom					
TSY 5% 2018 - GBP 5% MAR 07 2018 DTD 05/25/2007 HELD BY EUROCLEAR ISIN GB00B1VWPC84 SEDOL B1VWPC8	871291-9B-8	1,178.52		1,178.52	
Total United Kingdom		**1,178.52**		**1,178.52**	
United States					
PETROBRAS INTERNATIONAL FINANCE NOTES 9 1/8% JUL 2 2013 DTD 7/2/2003	71645W-AG-6	684.38		684.38	
Total United States		**684.38**		**684.38**	
Total Foreign Interest		**22,767.51**		**22,767.51**	
Total Interest Income		**30,577.04**		**30,577.04**	**C**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

MISCELLANEOUS INCOME SCHEDULE

Foreign Currency Gain / Loss

Transaction Description	Transaction Date Open/Acquire	Transaction Date Closed	Reported on JPMorgan Chase Federal Form 1099-B *	Not Reported on JPMorgan Chase Federal Forms 1099-B **	Total
QUEENSLAND TREASURY CORP 6.000% 09/14/2017 DTD 09/14/2006 HELD BY EUROCLEAR ISIN US748305BG31 SEDOL B1L3004	12/10/12	12/05/12	.00	-2.75	-2.75
SPOT CURRENCY TRANSACTION - SELL BUY USD SELL CAD EXCHANGE RATE .997100000 DEAL 12/11/12 VALUE 12/12/12	12/05/12	12/12/12	.00	-97.49	-97.49
SPOT CURRENCY TRANSACTION - SELL BUY USD SELL EUR EXCHANGE RATE 1.300500000 DEAL 12/05/12 VALUE 12/07/12	10/29/12	12/07/12	.00	93.88	93.88
SPOT CURRENCY TRANSACTION - SELL BUY USD SELL GBP EXCHANGE RATE 1.587000000 DEAL 12/07/12 VALUE 12/11/12	12/05/12	12/11/12	.00	-324.52	-324.52
SPOT CURRENCY TRANSACTION - SELL BUY USD SELL NOK EXCHANGE RATE 5.690200000 DEAL 12/05/12 VALUE 12/07/12	10/29/12	12/07/12	.00	522.48	522.48

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

MISCELLANEOUS INCOME SCHEDULE

Foreign Currency Gain / Loss

Transaction Description	Transaction Date Open/Acquire	Transaction Date Closed	Reported on JPMorgan Chase Federal Form 1099-B *	Not Reported on JPMorgan Chase Federal Forms 1099-B **	Total
SPOT CURRENCY TRANSACTION - SELL BUY USD SELL NZD EXCHANGE RATE .802715000 DEAL 04/17/12 VALUE 04/17/12	4/16/12	4/17/12	.00	-20.71	-20.71
SPOT CURRENCY TRANSACTION - SELL BUY USD SELL NZD EXCHANGE RATE .824400000 DEAL 12/07/12 VALUE 12/11/12	12/05/12	12/11/12	.00	-2.26	-2.26
SPOT CURRENCY TRANSACTION - SELL BUY USD SELL SEK EXCHANGE RATE 6.726000000 DEAL 10/25/12 VALUE 10/29/12	10/09/12	10/29/12	.00	24.32	24.32
Profit/Loss Realized in 2012			**.00**	**192.95**	**192.95**
Unrealized Profit/Loss Open Contracts 12/31/11			**.00**	**N/A**	**.00**
Unrealized Profit/Loss Open Contracts 12/31/12			**.00**	**N/A**	**.00**
Aggregate Profit/Loss			**.00**	**192.95**	**192.95**

* Interbank Forwards

** Spots and Non-Interbank Contracts

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DISBURSEMENT SCHEDULE

Foreign Tax Withheld

Security Description / Date	Ex-Date	Units	CUSIP	Foreign Tax Withheld Dividends- Qualifying Reportable on JPM Federal Form 1099-Div/Int	Foreign Tax Withheld Dividends- Non-Qualifying Reportable on JPM Federal Form 1099-Div/Int	Not Reported on JPM Federal Form 1099-Div/Int/B/Misc	Total
Foreign Tax Withheld - Dividends							
Multi-National							
EATON VANCE TAX-MANAGED GLOBAL			27829F108				
02/29/2012	02/17/2012	3,500.000		-126.43			-126.43
05/31/2012	05/22/2012	3,500.000		-108.51			-108.51
08/31/2012	08/22/2012	3,500.000		-108.51			-108.51
11/30/2012	11/20/2012	3,500.000		-108.51			-108.51
Total				**-451.96**			**-451.96**
FIRST TRUST/ABERDEEN GLOBAL			337319107				
01/17/2012	01/03/2012	1,500.000			-1.14		-1.14
02/15/2012	02/01/2012	1,500.000			-1.14		-1.14
03/15/2012	03/01/2012	1,500.000			-1.14		-1.14
04/16/2012	04/02/2012	1,500.000			-1.14		-1.14
05/15/2012	05/01/2012	1,500.000			-1.14		-1.14
06/15/2012	06/01/2012	1,500.000			-1.14		-1.14
07/16/2012	07/02/2012	1,500.000			-1.14		-1.14
08/15/2012	08/01/2012	1,500.000			-1.14		-1.14
09/17/2012	09/04/2012	1,500.000			-1.14		-1.14
10/15/2012	10/01/2012	1,500.000			-1.14		-1.14
11/15/2012	11/01/2012	1,500.000			-1.14		-1.14
12/10/2012	12/03/2012	1,500.000			-1.14		-1.14

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

DISBURSEMENT SCHEDULE

Foreign Tax Withheld

Security Description / Date	Ex-Date	Units	CUSIP	Foreign Tax Withheld Dividends- Qualifying Reportable on JPM Federal Form 1099-Div/Int	Foreign Tax Withheld Dividends- Non-Qualifying Reportable on JPM Federal Form 1099-Div/Int	Not Reported on JPM Federal Form 1099-Div/Int/B/Misc	Total
Foreign Tax Withheld - Dividends							
Total					**-13.68**		**-13.68**
ISHARES S&P GLOBAL TELECOMMUNICATION			464287275				
06/27/2012	06/20/2012	200.000		-19.32			-19.32
Total				**-19.32**			**-19.32**
Total Multi-National				**-471.28**	**-13.68**		**-484.96**
Total Foreign Tax Withheld - Dividends				**-471.28**	**-13.68**		**-484.96**
Total Foreign Tax Withheld				**-471.28**			**-484.96**

* Code: W indicates Wash Sale
L indicates a Nondeductible Loss other than a Wash Sale
** Ordinary Income: O indicates Ordinary Income gain or loss
F indicates Foreign Exchange gain or loss on Capital transactions
Corrected Copy 03/11/2013

BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Short-Term Covered

Description	Stock and other symbol Cusip	Code*	Date Acquired Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss Ordinary Income**
ABBOTT LABORATORIES	ABT 002824100		11/10/11 07/19/12	350.000	22,964.48	18,978.71		3,985.77
INVESCO HIGH YIELD MUNI FD Y	ACTD 001419654		Various 10/26/12	186.018	1,884.36	1,837.98		46.38
JPM STR INC OPP FD FUND 3844	JSOS 4812A4351		Various 12/05/12	79.048	933.56	916.10		17.46
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907407	W	Various 02/22/12	36.386	399.16	394.71	.15	4.60
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907407		Various 07/19/12	54.082	604.64	595.60		9.04
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907407		Various 12/05/12	43.889	503.85	495.50		8.35
WELLS FARGO FDS TR INTRMDT TXFR A	WFIT 949921597		Various 12/05/12	369.523	4,397.32	4,278.24		119.08
Total Short-Term Covered					**31,687.37**	**27,496.84**	**.15**	**4,190.68**

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* Code: W indicates Wash Sale
L indicates a Nondeductible Loss other than a Wash Sale
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F indicates Foreign Exchange gain or loss on Capital transactions
Corrected Copy 03/11/2013

BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Short-Term Non Covered

Description	Stock and other symbol / Cusip	Code*	Date Acquired / Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss / Ordinary Income**
CANADIAN GOVERNMENT - CAD			12/06/12	10,000.000	16,071.15	12,078.48		3,892.67
8% JUN 01 2023	1350909J9		12/06/12					100.00 F
DTD 08/17/1992								
HELD BY EUROCLEAR								
ISIN CA135087UT96 SEDOL 2174293								
JPM STR INC OPP FD	JSOS		12/16/11	31.703	374.41	358.89		15.52
FUND 3844	4812A4351		12/05/12					
QUEENSLAND TREASURY CORP			12/07/12	30,000.000	34,659.84	22,135.06		12,524.78
6.000% 09/14/2017 DTD 09/14/2006	7483059H4		12/05/12					
HELD BY EUROCLEAR								
ISIN US748305BG31 SEDOL B1L3004								
VANGUARD MUNI BD FD INC HI YLD PORT	VWAH		Various	54.842	601.62	579.11		22.51
FUND 44	922907407		02/22/12					
Total Short-Term Non Covered					**51,707.02**	**35,151.54**		**16,455.48**
								100.00 F

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F indicates Foreign Exchange gain or loss on Capital transactions
Corrected Copy 03/11/2013

BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Covered

Description	Stock and other symbol Cusip	Code*	Date Acquired Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss Ordinary Income**
ABBOTT LABORATORIES	ABT 002824100		02/14/11 11/13/12	350.000	22,621.71	16,158.00		6,463.71
CHEVRON CORP	CVX 166764100		02/14/11 12/12/12	200.000	21,505.51	19,424.00		2,081.51
COCA-COLA CO	KO 191216100		03/02/11 12/12/12	500.000	18,714.57	16,237.50		2,477.07
INVESCO HIGH YIELD MUNI FD Y	ACTD 001419654		07/02/10 10/26/12	27.765	281.26	261.82		19.44
JOHNSON CONTROLS INC	JCI 478366107		03/02/11 11/13/12	300.000	7,471.83	12,164.00		-4,692.17
MERCK AND CO INC	MRK 58933Y105		11/10/11 12/12/12	500.000	22,499.49	17,590.00		4,909.49
PEOPLE'S UNITED FINANCIAL INC	PBCT 712704105		02/14/11 08/03/12	1,000.000	11,409.74	13,320.00		-1,910.26
PROCTER & GAMBLE CO	PG 742718109		03/02/11 12/12/12	200.000	14,089.35	12,588.00		1,501.35

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* Code: W indicates Wash Sale
L indicates a Nondeductible Loss other than a Wash Sale
** Ordinary Income: O indicates Ordinary Income gain or loss
F indicates Foreign Exchange gain or loss on Capital transactions
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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Covered

Description	Stock and other symbol Cusip	Code*	Date Acquired Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss Ordinary Income**
SOUTHERN CO	SO 842587107		03/02/11 08/03/12	300.000	14,089.68	11,437.00		2,652.68
Total Long-Term Covered					**132,683.14**	**119,180.32**		**13,502.82**

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F indicates Foreign Exchange gain or loss on Capital transactions
Corrected Copy 03/11/2013

BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Non Covered

Description	Stock and other symbol Cusip	Code*	Date Acquired Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss Ordinary Income**
APPLE INC.	AAPL 037833100		10/16/08 10/26/12	125.000	74,180.83	11,750.00		62,430.83
BERKSHIRE HATHAWAY INC DEL CL B	BRK 084670702		10/27/08 11/13/12	200.000	17,122.61	14,400.00		2,722.61
BLACKSTONE GROUP LP	BX 09253U108		08/21/09 11/13/12	1,000.000	14,369.67	13,530.00		839.67
BP PLC SPONS ADR	BP 055622104		Various 11/13/12	325.000	13,098.20	13,867.00		-768.80
DEUTSCHE BANK AG LONDON NOTES 5 3/8% OCT 12 2012 DTD 10/12/2007	2515A0HQ9		02/10/09 08/03/12	22,000.000	22,143.00	22,324.50		-181.50
DOW CHEMICAL CO	DOW 260543103		11/25/08 02/17/12	575.000	19,794.64	10,436.25		9,358.39
DOW CHEMICAL CO	DOW 260543103		Various 12/12/12	700.000	21,732.51	10,738.75		10,993.76
DUKE ENERGY CORP NEW CASH IN LIEU OF FRACTIONAL SHARES	DUK 26441C204		00/00/00 08/07/12		44.48	.00		44.48
DUKE ENERGY CORP NEW	DUK 26441C204		Various 11/13/12	916.000	56,864.76	41,675.50		15,189.26
EATON VANCE MUNICIPAL BOND FUND	EIM 27827X101		11/11/08 12/05/12	2,500.000	36,897.16	25,000.00		11,897.16

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* Code: W indicates Wash Sale
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F indicates Foreign Exchange gain or loss on Capital transactions
Corrected Copy 03/11/2013

BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Non Covered

Description	Stock and other symbol Cusip	Code*	Date Acquired Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss Ordinary Income**
EATON VANCE TAX-MANAGED DIVERSIFIED EQUITY FUND	ETY 27828N102		01/12/09 11/13/12	1,500.000	14,069.68	11,392.90		2,676.78
EATON VANCE SR FLOATING RATE FUND	EFR 27828Q105		02/12/09 12/05/12	2,000.000	32,432.76	17,960.00		14,472.76
EATON VANCE TAX ADVANTAGED GLOBAL DIVIDEND INCOME FUND	ETG 27828S101		Various 11/13/12	1,750.000	23,432.29	18,859.98		4,572.31
EATON VANCE TAX MANAGED GLOBAL BUY WRITE OPPORTUNITIES FUND	ETW 27829C105		08/21/09 11/13/12	1,000.000	10,760.13	10,242.06		518.07
ELI LILLY & CO	LLY 532457108		08/21/09 12/12/12	300.000	14,582.67	10,038.00		4,544.67
ENERGY TRANSFER PARTNERS L P	ETP 29273R109		09/23/09 11/13/12	400.000	16,767.62	17,364.00		-596.38
EXXON MOBIL CORP	XOM 30231G102		10/16/08 11/13/12	250.000	21,509.51	15,500.00		6,009.51
FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005	105756BH2		02/06/09 01/17/12	1,111.110	1,111.11	1,006.48		70.25 34.38 O
FEDERAL REPUBLIC OF BRAZIL NOTES 8% JAN 15 2018 DTD 8/1/2005	105756BH2		02/06/09 07/18/12	1,111.110	1,111.11	1,006.48		64.36 40.27 O

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Corrected Copy 03/11/2013

BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Non Covered

Description	Stock and other symbol Cusip	Code*	Date Acquired Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss Ordinary Income**	
FEDERAL REPUBLIC OF BRAZIL			02/06/09	12,222.220	14,342.78	11,071.30		2,787.33	
NOTES 8% JAN 15 2018	105756BH2		11/05/12					484.15	O
DTD 8/1/2005									
FIRST TRUST/ABERDEEN GLOBAL			09/25/09	1,500.000	26,544.57	22,303.05		4,241.52	C
OPPORTUNITY INCOME FUND	337319107		12/03/12						
FRONTIER COMMUNICATIONS CORPORATION	FTR		Various	156.000	539.66	1,086.31		-546.65	
	35906A108		07/19/12						
GENERAL ELECTRIC COMPANY			02/06/09	23,000.000	23,126.50	23,368.11		-241.61	
NOTES 5% FEB 1 2013	369604AY9		12/05/12						
DTD 1/28/2003									
GOLDMAN SACHS GROUP INC			02/06/09	22,000.000	22,759.00	21,273.88		890.51	
NOTES 5 1/4% OCT 15 2013	38141GDQ4		12/05/12					594.61	O
DTD 10/14/2003									
GOOGLE INC	GOOG		01/21/10	50.000	29,700.83	27,850.00		1,850.83	
CL A	38259P508		07/19/12						
GOOGLE INC	GOOG		01/21/10	50.000	32,911.26	27,850.00		5,061.26	
CL A	38259P508		11/13/12						
GS MORTGAGE SECURITITES CORPORATION			02/02/09	50,000.000	55,609.38	29,593.75		26,015.63	
II SER 2007-GG10 CL A4 FLOATING RATE	36246LAE1		03/12/12						
AUG 10 2045 DTD 07/01/2007									

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* Code: W indicates Wash Sale
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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Non Covered

Description	Stock and other symbol / Cusip	Code*	Date Acquired / Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss / Ordinary Income**
INVESCO HIGH YIELD MUNI FD Y	ACTD 001419654		08/26/09 10/26/12	4,055.416	41,081.37	34,754.91		6,326.46
ISHARES S&P GLOBAL TELECOMMUNICATION	IXP 464287275		08/21/09 12/10/12	200.000	11,542.73	10,322.00		1,220.73
JOHN DEERE CAPITAL CORP 5.10% JAN 15 2013 DTD 1/10/2003	244217BK0		02/04/09 12/05/12	10,000.000	10,035.00	10,466.85		-431.85
JOHN DEERE CAPITAL CORP MEDIUM TERM NOTE 4.9% SEP 09 2013 DTD 09/08/2008	24422EQU6		02/06/09 12/05/12	15,000.000	15,457.50	15,394.28		63.22
JPM STR INC OPP FD FUND 3844	JSOS 4812A4351		Various 12/05/12	2,123.812	25,082.22	25,474.81		-392.59
KINDER MORGAN ENERGY PARTNERSHIP L P UNIT OF LIMITED PARTNERSHIP INT	KMP 494550106		Various 11/13/12	400.000	31,329.19	19,400.00		11,929.19
KRAFT FOODS GROUP INC COM	KRFT 50076Q106		11/06/08 10/26/12	250.000	11,207.31	7,368.90		3,838.41
MONDELEZ INTERNATIONAL-W/I	MDLZ 609207105		11/06/08 10/26/12	750.000	19,611.80	13,631.10		5,980.70

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Corrected Copy 03/11/2013

BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Non Covered

Description	Stock and other symbol Cusip	Code*	Date Acquired Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss Ordinary Income**
MS CONT BUFF EQ SPX 4/10/12 75% CONTIN BARRIER - 12%CPN- 30%MAXPMT INITIAL LEVEL-09/24/10 SPX: 1148.67	617482NR1		09/24/10 04/10/12	50,000.000	60,894.78	50,000.00		10,894.78
NEW ZEALAND GOVERNMENT-NZD 6% APR 15 2015 DTD 04/15/2003 HELD BY EUROCLEAR ISIN NZGOVD0004R7 SEDOL 6610726	G627849B4		02/04/09 12/05/12	42,000.000	37,045.93	23,764.68		.00 13,281.25 F
NORWEGIAN GOVERNMENT -NOK 6.50% MAY 15 2013 DTD 05/15/2002 HELD BY EUROCLEAR ISIN NO0010144843 SEDOL 7381076	6669999A7		02/06/09 10/29/12	202,000.000	35,826.41	34,176.14		.00 1,650.27 F
NUVEEN AMT-FREE MUNICIPAL INCOME FUND	NEA 670657105		Various 12/05/12	1,500.000	23,081.47	19,902.00		3,179.47
NUVEEN SELECT TAX FREE INCM SH BEN INT	NXQ 67063C106		Various 12/05/12	1,250.000	18,348.58	16,054.74		2,293.84
PETROBRAS INTERNATIONAL FINANCE NOTES 9 1/8% JUL 2 2013 DTD 7/2/2003	71645WAG6		02/06/09 12/05/12	15,000.000	15,600.00	17,289.97		-1,689.97
PROCTER & GAMBLE CO	PG 742718109		10/23/08 12/12/12	250.000	17,611.68	14,400.00		3,211.68

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* Code: W indicates Wash Sale
L indicates a Nondeductible Loss other than a Wash Sale
** Ordinary Income: O indicates Ordinary Income gain or loss
F indicates Foreign Exchange gain or loss on Capital transactions
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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Non Covered

Description	Stock and other symbol / Cusip	Code*	Date Acquired / Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss / Ordinary Income**	
REPUBLIC OF SOUTH AFRICA - ZAR 8.75% DEC 21 2014 DTD 12/21/2002 HELD BY EUROCLEAR ISIN ZAG000019878 SEDOL 6711953	S691249Q0		02/04/09 10/26/12	105,000.000	12,975.21	11,157.01		207.48 1,610.72	 F
REPUBLIC OF PERU NOTES 9 1/8% FEB 21 2012 DTD 8/21/2002	715638AL6		02/06/09 02/21/12	20,000.000	20,000.00	22,279.90		-2,279.90	
SECTOR SPDR TR SBI INT-FINL SEDOL 2364038	XLF 81369Y605		Various 10/26/12	3,000.000	46,918.94	30,529.20		16,389.74	
SUNCOR ENERGY INC - CAD MEDIUM TERM NOTES 5.8% MAY 22 2018 DTD 05/22/2008 HEDL BY EUROCLEAR ISIN CA86721ZAC38 SEDOL B39QM69	86721Z9B7		02/03/09 12/05/12	20,000.000	23,364.72	14,513.26		5,244.88 3,606.58	 F
SWEDISH GOVERNMENT - SEK 5.50% OCT 8 2012 DTD 10/08/2001 HELD BY EUROCLEAR ISIN SE0000909640 SEDOL 7334821	H334829A2		02/06/09 10/09/12	80,000.000	11,869.82	11,006.43		.00 863.39	 F

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Corrected Copy 03/11/2013

BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Non Covered

Description	Stock and other symbol Cusip	Code*	Date Acquired Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss Ordinary Income**
TELECOM ITALIA FIN SA - EUR MEDIUM TERM NOTE 6.875% JAN 24 2013 DTD 01/24/2003 HELD BY EUROCLEAR ISIN XS0161101679 SEDOL 7533510	H534659C8		02/06/09 10/29/12	12,000.000	15,696.26	15,959.56		-263.30
TSY 5% 2018 - GBP 5% MAR 07 2018 DTD 05/25/2007 HELD BY EUROCLEAR ISIN GB00B1VWPC84 SEDOL B1VWPC8	8712919B8		02/04/09 12/05/12	12,000.000	23,230.94	19,131.52		2,063.21 2,036.21 F
UNITED MEXICAN STATES NOTES 6 3/8% JAN 16 2013 DTD 1/16/2003	91086QAK4		02/06/09 12/05/12	24,000.000	24,084.00	24,993.13		-909.13
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907407		Various 02/22/12	2,187.715	23,999.22	22,936.16		1,063.06
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907407		09/23/09 07/19/12	169.532	1,895.36	1,776.70		118.66
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907407		Various 12/05/12	2,833.029	32,523.18	29,614.76		2,908.42
VERIZON COMMUNICATIONS 5 1/2% FEB 15 2018 DTD 02/12/2008	92343VAL8		02/06/09 12/05/12	21,000.000	25,172.70	21,296.30		3,876.40

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Corrected Copy 03/11/2013

BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Long-Term Non Covered

Description	Stock and other symbol Cusip	Code*	Date Acquired Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss Ordinary Income**
WAL-MART STORES INC SR NOTES 5.8% FEB 15 2018 DTD 08/24/2007	931142CJ0		02/06/09 12/05/12	15,000.000	18,394.50	16,397.62		1,996.88
WELLS FARGO FDS TR INTRMDT TXFR A	WFIT 949921597		Various 12/05/12	12,601.733	149,960.63	55,015.10		94,945.53
WESTERN ASSET MUN HIGH INCOME FUND	MHF 95766N103		Various 10/26/12	1,500.000	12,630.70	10,500.00		2,130.70
Total Long-Term Non Covered					**1,434,030.87**	**1,050,995.33**		**358,833.71** **1,153.41 O** **23,048.42 F**

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

Capital Gain and Loss Schedule

Transactions with Unknown/Missing Tax Cost Basis

Description	Stock and other symbol Cusip	Date Acquired Date Sold	Units	Sales Price	Cost or Other Basis	Adjustments to gain or loss	Gain or Loss	Ordinary Income*
HUTCHISON WHAMP INTERNATIONAL LTD 6 1/2% SER REGS FEB 13 2013 DTD 2/13/2003	G4672QAA2	09/01/10 12/05/12	9,000.000	9,072.00				
VANGUARD MUNI BD FD INC HI YLD PORT FUND 44	VWAH 922907407	09/07/10 12/05/12	18.125	208.06				
Total Unknown / Missing Tax Cost				**9,280.06**				

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BERNSTEIN FAMILY INVESTMENT LLLP
Account Number: W 32635-00-0

REMIC / CMO / CDO Accrual Detail Report

Security

Description	Cusip Number	Issue Date	Coupon Rate	Maturity Date
GS MORTGAGE SECURITITES CORPORATION	36246LAE1	07/01/2007	5.78	08/10/2045

Detail STATUS RELEASED

Accrual Period Begins	Days Held	Beginning Redemption Bal/$MOF	Beginning Adj Issue PRC/$MOF	Discount Market Fraction	OID Rate $MOF/Day	OID Accrual Period Amt	Accrued Interest $MOF/Day	Accrued Interest Period Amt		Interest Received	Total Pass thru Expenses
01/01/12	9	1000.00000	995.78580	0.0048103	.0000000	0.00	0.1662164	74.80		0.00	0.00
01/10/12	30	1000.00000	995.78580	0.0157634	.0000000	0.00	0.1607832	241.17		0.00	0.00
02/10/12	30	1000.00000	995.78580	0.0160125	.0000000	0.00	0.1607570	241.14		0.00	0.00
03/10/12	5	1000.00000	995.78580	0.0028023	.0000000	0.00	0.1660985	41.52		0.00	0.00
Total	**74**					**0.00**		**598.63**	*	**0.00**	**0.00**

* THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS INCOME IS TAXABLE AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

PLEASE NOTE THAT THE OID ACCRUALS SHOWN ARE COMPUTED ASSUMING YOU BOUGHT THE SECURITY AT ITS ISSUE PRICE. IF YOU DID NOT, YOU MAY BE REQUIRED TO REPORT A 'MARKET DISCOUNT' ACCRUAL AS A SUBSTITUTE FOR OID AMOUNT. THE RULES FOR REPORTING OID OR MARKET DISCOUNT, AS WELL AS INTEREST ON AN ACCRUAL BASIS ARE NEW, COMPLEX AND SUBJECT TO INTERPRETATION. YOU ARE STRONGLY URGED TO CONSULT YOUR TAX ADVISOR OR ACCOUNTANT.

Kimberly Moran

From: Kimberly Moran
Sent: Tuesday, November 19, 2013 11:08 AM
To: 'amessuri@cbiz.com'
Cc: Robert Spallina
Subject: ~~Bernstein Family Realty~~, LLC Bernstein Holdings LLC

DOC111913.pdf
(39 KB)

Dear Mr. Messuri:

Attached is a notice from the IRS charging penalty fees for the late filing of the tax return for Bernstein Family Realty, 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

IN 06 201212 670 23 17265-299-72400-3 A0001242 162
201345 071228 33431 IRS USE ONLY 320234597 SB N

Department of the Treasury
Internal Revenue Service
Cincinnati OH 45999-0039

For assistance, call:
1-800-829-0115

Notice Number: CP162
Date: November 25, 2013

Taxpayer Identification Number:
32-0234597
Tax Form: 1065
Tax Period: December 31, 2012

000078.386588.2270.135 2 AT 0.384 1028

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

000078

We Charged a Penalty on Your Partnership Tax Return

Why You are Getting This Notice

We charged a penalty under Internal Revenue Code Section 6698 (a) (1) because, according to our records, you filed your partnership return late.

How We Calculated the Amount You Owe

The penalty is $195 for each person who was a partner at any time during the tax year, for each month or part of a month the return was late, for up to 12 months.

Number of Partners		9
Late Filing Penalty		$1,755.00
Total Penalty		$1,755.00
Less Penalty Paid		$.00
Total Amount You Owe		**$1,755.00**
Subtract Payments We Have Not Included	$_____	
Pay the Adjusted Amount Due	$_____	

What You Need to Do

Pay the amount you owe now by using one of the following methods. To avoid additional penalty and/or interest, we must receive your payment by December 16, 2013. The Electronic Federal Tax Payment System (EFTPS) is the preferred method to ensure your tax payments are on time and secure.

- **EFTPS**
  - If you are currently enrolled, go to www.eftps.gov or call 1-800-555-4477.
  - To learn more about EFTPS and other electronic payment options, including credit card payments, visit www.irs.gov keyword: e-pay.

- **Check or Money Order**
  - Make your check or money order payable to the **United States Treasury;**
  - Write your taxpayer identification number, tax form number, tax period, and your phone number on your payment, and
  - Mail your payment with the payment voucher located at the bottom of this notice in the enclosed envelope.

If you choose to pay by check or money order, please allow enough mailing time so that we receive your payment by December 16, 2013.

If you believe this notice is incorrect, please call us at 1-800-829-0115. When you call, please have your payment information and a copy of your return available. This information will help us find any payment you made that we haven't applied.

Steps You Should Take

1. If our statement does not agree with your records, the law lets us remove or reduce the penalties we explain in this notice if you have an acceptable reason.

2. If you believe you have an acceptable reason for filing your return late, you need to provide a signed detailed letter of explanation outlining the circumstances that resulted in not filing your return timely.

3. Send your signed letter of explanation along with the voucher on the last page of this notice in the enclosed envelope. We will review it and let you know if we accept your explanation as reasonable cause to remove or reduce the penalty.

Who to Contact if You Have Any Questions

If you have any questions, please call us at the number at the top of this notice.

For tax forms, instructions and information visit **www.irs.gov**. (Access to this site will not provide you with your specific taxpayer account information.)

Seq. No.: A0001242 CP: 162
TIN: 32-0234597 Form: 1065 Tax Period: December 31, 2012

000078

CUT HERE

Return this voucher with your payment or correspondence.

Your Telephone Number: ( )_____-_____

Best Time to Call: _____AM_____PM

Amount you owe: $1,755.00

- You will avoid additional penalties and/or interest if we receive your full payment by **December 16, 2013**

☐ **Amount enclosed: $_____**

- Make payable to United States Treasury
- Write Taxpayer Identification Number, tax period and tax form number on payment

☐ **Correspondence enclosed**

SB 201345 17265-299-72400-3

162 Internal Revenue Service
Cincinnati OH 45999-0039

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
4855 TECHNOLOGY WAY STE 720
BOCA RATON FL 33431-3351

320234597 IN BERN 06 2 201212 670 00000175500

Information About Your Notice, Penalty and Interest

IRS

The interest rates on underpayment and overpayment of taxes are as follows:

Periods	Percentage Rates	
	Underpayment	Overpayment
January 1, 2003 through September 30, 2003	5	5
October 1, 2003 through March 31, 2004	4	4
April 1, 2004 through June 30, 2004	5	5
July 1, 2004 through September 30, 2004	4	4
October 1, 2004 through March 31, 2005	5	5
April 1, 2005 through September 30, 2005	6	6
October 1, 2005 through June 30, 2006	7	7
July 1, 2006 through December 31, 2007	8	8
January 1, 2008 through March 31, 2008	7	7
April 1, 2008 through June 30, 2008	6	6
July 1, 2008 through September 30, 2008	5	5
October 1, 2008 through December 31, 2008	6	6
January 1, 2009 through March 31, 2009	5	5
April 1, 2009 through December 31, 2010	4	4
January 1, 2011 through March 31, 2011	3	3
April 1, 2011 through September 30, 2011	4	4
Beginning October 1, 2011	3	3

Beginning January 1, 1999, the interest rate we pay on any overpayment of taxes, except for corporate taxes, is the same as the rate of interest we charge on the underpayment of taxes. The law requires us to determine these interest rates quarterly. From January 1, 1987 through December 31, 1998, the interest rate we paid on an overpayment of taxes was one percent less than the rate of interest we charged on your underpayment of taxes. Effective January 1, 1995, we pay a reduced rate of interest on corporate overpayments that exceed $10,000. This reduced rate is the short-term federal interest rate, plus ½%.

We compound interest daily, except on late or underpaid estimated taxes for individuals or corporations.

We charge a special interest rate of 120 percent of the underpayment rate if:

- The return, not including extensions, was due before January 1, 1990,
- The underpayment was more than $1,000, and
- The underpayment came from a tax-motivated transaction.

We charge interest on penalties for filing late, paying late, over or understating valuations, and substantially understating the tax you owe.

Also, we charge interest on fraud and negligence penalties if the tax returns, including extensions, are due after December 31, 1988. For returns due after December 31, 1989, the Accuracy-Related Penalty is charged interest from the later of the return due date or extended return due date.

We continue to charge interest until you pay the amount you owe in full. After December 31, 1990, the law allows us to charge interest at the underpayment rate plus two percent on large corporate underpayments of more than $100,000.

About Your Notice

You may call your local IRS telephone number if the number shown on your notice is a long-distance call for you. All days mentioned in the paragraphs below are *calendar* days, unless *specifically* stated otherwise.

Removal of Penalties

Reasonable Cause. The law lets us remove or reduce the penalties we explain in this notice if you have an acceptable reason. If you believe you have an acceptable reason, you may send us a signed statement explaining your reason. We will review it and let you know if we accept your explanation as reasonable cause to remove or reduce your penalty. This procedure does not apply to interest.

Erroneous Written Advice from IRS

We will also remove your penalty if:

- you wrote to IRS and asked for advice on a specific issue,
- you gave IRS complete and accurate information,
- IRS wrote back to you and gave you a specific course of action to take or explained what actions not to take,
- you followed our written advice in the manner we outlined, and
- you were penalized for the written advice we gave you.

To have the penalty removed because of erroneous written advice from IRS you should:

- complete Form 843, *Claim for Refund and Request for Abatement*,
- request that IRS remove the penalty, and
- send Form 843 to the IRS Service Center where you filed your return for the year you relied on erroneous advice from the IRS.

The three documents you must attach to your Form 843 are:

- a copy of your original request for advice from IRS,
- a copy of the erroneous written advice from IRS, and
- a notice (if any) showing the penalty we charged that you now wish us to remove.

Deposit Penalties - IRC 6656

We may charge penalties if you do not make required deposits on time, make deposits for less than the required amount or if you do not use EFTPS when required. We will not charge penalties if you did not willfully neglect to make a proper and timely deposit and you have a reasonable cause. For amounts not properly or timely deposited, the penalty rates are:

2% — deposits made 1 to 5 days late,
5% — deposits made 6 to 15 days late,
10% — deposits made 16 days or more late, but on or before the 10th day after the date of the first notice we sent you asking for the tax you owe.
10% — deposits made to an unauthorized financial institution, or payments made directly to the IRS, or paid with your tax return.
10% — Amounts subject to electronic deposit requirements but not deposited using EFTPS.
15% — Amounts still unpaid more than 10 days after the date of the first notice the IRS sent asking for the tax due or the day on which you receive notice and demand for immediate payment, whichever is earlier.

The law allows you to tell the IRS where to apply your deposits within the tax return period with a deposit penalty. You have 90 days from the date of the correspondence you received showing the deposit penalty to contact the IRS if you want to specify where to apply your deposits.

Also, the law allows the IRS to remove the deposit penalty if: (1) the penalty applies to the first required deposit after a required change to your frequency of deposits, and (2) you file your employment tax returns by the due date.

01 Filing and Paying Late - IRC 6651 — We charged a 5% combined penalty of 4-1/2% for filing late and 1/2% for paying late because, according to our records, you filed your return late and didn't pay your tax by the due date of your return. The combined penalty is 5% of your unpaid tax for each month or part of a month your return is late, but not for more than 25% (22-1/2% late filing and 2-1/2% late paying).

In addition to the maximum 22-1/2% late filing penalty for the first 5 months your return is late, we continue to charge the 1/2% (1/4% for months covered by an installment agreement) late paying penalty for each month or part of a month your tax is unpaid, but not for more than 25%.

For returns due before 12/31/2008, if you didn't file your return within 60 days of the due date, the minimum penalty is $100 or 100% of the tax due on your return, whichever is smaller. For returns due after 12/31/2008, the minimum penalty is the lesser of $135 or 100% of the tax due. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

Underpayment or Late Payment of Estimated Tax - IRC 6654 — We charged you a penalty because, according to our records, you didn't estimate your tax and pay the correct amount of tax due.

02 Individuals, Estates, and Certain Trusts — If you expect to owe tax of $1,000 or more for the tax year, you must prepay the tax by having tax withheld or by making estimated tax payments. We charge a penalty when the total tax you pay during the year doesn't meet the requirements of the law.

The law requires you to pay at least 90% of the tax shown on your return for the current year or 100% of the tax shown on your return for the prior year, whichever is less. Otherwise, you must make estimated tax payments each quarter, that is generally 25% of the total amount you expect to owe for the year.

Estimated Tax Safe Harbor for Higher Income Individuals - IRC 6654(d) — For tax years after 1993, if your adjusted gross income in the preceding year is more than $150,000 ($75,000 if your filing status is married filing separately), the required payments are as follows:

- For 2003: Your required payment is the lesser of 90% of the tax shown on your current year return or 110% of the tax shown on your prior year return.
- For 2002: Your required payment is the lesser of 90% of the tax shown on your current year return or 112% of the tax shown on your prior year return.
- For 2001: Your required payment is the lesser of 90% of the tax shown on your current year return or 110% of the tax shown on your prior year return.
- For 2000: Your required payment is the lesser of 90% of the tax shown on your current year return or 108.6% of the tax shown on your prior year return.
- For 1999: Your required payment is the lesser of 90% of the tax shown on your current year return or 105% of the tax shown on your prior year return.
- For 1998: Your required payment is the lesser of 90% of the tax shown on your current year return or 100% of the tax shown on your prior year return.
- For 1994 through 1997: Your required payment is the lesser of 90% of the tax shown on your current year return or 110% of the tax shown on your prior year return.

For more information on when the estimated tax penalty may be reduced or removed, see the instructions for Form 2210 for your tax year or Publication 505, *Tax Withholding and Estimated Tax*.

Corporations — We charge a penalty for not estimating your tax correctly when the corporation owes $500 or more in tax, and the total payments made on time are less than the required amount.

For tax years beginning after December 31, 1993, the law requires corporations to pay their estimated tax in 4 quarterly payments (unless income is seasonal or the corporation used an annualized income method to estimate its tax) based on the lesser of 100% of either the tax shown on the current year tax return or the prior year tax return. Each installment must be at least 25% of the tax shown on the return.

The procedure for reasonable cause does not apply to corporate estimated tax penalties. For more information on when the estimated tax penalty may be reduced or removed, see Form 2220 and its instructions for your tax year.

03 Failure to Deposit - IRC 6656(b) — Federal Tax Deposits Insufficient/Late — We charged a penalty because it appears that you didn't deposit the correct amounts of tax on time. We used your Record of Tax Liability to determine where to apply your deposits. We applied your deposits in the date order we received them. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

If you think we should remove or reduce this penalty, see "*Removal of Penalties — Reasonable Cause.*" Also see Publication 15, *Circular E — Employer's Tax Guide* or Publication 51, *Circular A — Agricultural Employer's Tax Guide* for deposit requirements.

04 Dishonored Check or Other Form of Payment - IRC 6657 - We charged a penalty because your bank did not honor your check or other form of payment. For checks or other forms of payment of $1,250 or more, the penalty is 2% of the amount of the check or other form of payment. For checks or other forms of payment of less than $1,250, the penalty is the amount of the check or other form of payment, or $25, whichever is less. If you think we should remove or reduce this penalty, see "*Removal of Penalties - Reasonable Cause.*"

05 Fraud - IRC 6663 — We charged you a penalty for fraud. The penalty is 75% of the tax you didn't pay due to fraud (50% of the tax you didn't pay due to fraud on returns required to be filed before January 1, 1987, not including extensions).

For tax you didn't pay due to fraud on returns required to be filed before January 1, 1989, not including extensions, the penalty includes an additional 50% of the interest charged on the part of your underpayment due to fraud. This additional interest charge is a penalty and you cannot deduct it from your federal taxes.

06 Negligence Penalty - IRC 6653(a) — We charged a penalty of 5% on your unpaid tax. For underpayments on returns due before January 1, 1989, not including extensions, the penalty includes an additional 50% of the interest charged on the part of your underpayment due to negligence. This additional interest charge is a penalty and you cannot deduct it from your federal taxes.

07 Paying Late - IRC 6651 — We charged a penalty because, according to our records, you didn't pay your tax on time. Initially, the penalty is 1/2% of the unpaid tax for each month or part of a month you didn't pay your tax. The penalty can't be more than 25% of the tax paid late.

Note: Effective for months beginning after December 31, 1999, the failure to pay tax penalty (FTP) for individuals who file a tax return on or before the due date (including extensions), is limited to half the usual rate (0.25% rather than 0.5%) for any month in which an Installment Payment Agreement is in effect.

If we issue a Notice of Intent to Levy and you don't pay the balance due within 10 days from the date of the notice, the penalty increases to 1% a month.

If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

08 Missing Taxpayer Identifying Number (TIN) - IRC 6723 — We charge a penalty when you don't provide a social security number (SSN) for yourself, your dependent, or another person. We also charge a penalty when you don't provide your own SSN to another person, or if you don't include your employer identification number on an information return.

The penalty is $5 for each missing TIN the law requires on returns and statements due by December 31, 1989. The penalty is $50 for each missing TIN the law requires on returns and statements due after December 31, 1989.

For all missing TINs in any calendar year, the penalty can't be more than $100,000. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

10 Filing Late - IRC 6652(c) - Exempt Organizations and Certain Trusts. We charged a penalty because, according to our records, you filed your return late. For Forms 990, 990EZ, and 990PF, the penalty is: (1) $20 a day for each day your return is late, if your gross annual receipts are equal to or less than $1 million. The penalty may not be more than $10,000 or 5% of your gross annual receipts, whichever is less. (2) $100 a day for each day your return is late, if your gross annual receipts exceed $1 million. The penalty may not be more than $50,000. For all other forms, the penalty is $10 a day for each day your return is late. The penalty may not be more than $5,000. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

11 Failure to Deposit - IRC 6656 — Federal Tax Deposits Insufficient/Late and Incomplete Record of Federal Tax Liability — We charged a penalty because it appears that you didn't deposit the correct amounts of tax on time.

Also, your Record of Federal Tax Liability was incomplete or illegible, or the liability amounts you reported didn't equal the net taxes for the tax period. Therefore, we averaged the total tax liability and distributed it equally throughout the tax period. We applied your deposits to the averaged liabilities in the date order we received them. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

If you believe we computed the penalty incorrectly, please send a complete breakdown of your tax liability on Form 4977 (for tax years before 1993), Form 941 Schedule B (for tax years 1993 and later), Form 945-A, or Form 943-A. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."* Also see Publication 15, *Circular E — Employer's Tax Guide* or Publication 51, *Circular A – Agricultural Employer's Tax Guide* for deposit requirements.

12 Incomplete Return - IRC 6652 — We charged a penalty because, according to our records, you didn't file a complete return. For Forms 990, 990EZ, and 990PF, the penalty is: (1) $20 a day for each day your return is incomplete, if your gross annual receipts are equal to or less than $1 million. The penalty may not be more than $10,000 or 5% of your gross annual receipts, whichever is less. (2) $100 a day for each day your return is incomplete, if your gross annual receipts exceed $1 million, but the penalty may not be more than $50,000. For all other forms, the penalty is $10 a day for each day your return is incomplete. The penalty may not be more than $5,000. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

14 Fraud - IRC 6651(f) — Late Filing Penalty — The law allows us to increase the penalty for filing late if you didn't file on time because of fraud. The penalty is 15% of the amount of tax you should have reported on your tax return for each additional month or part of a month you didn't file your return. The total penalty may not be more than 75% of the tax you didn't pay.

17 Penalty Removed — We removed the penalty we charged you and we are reviewing your account. We will let you know the results.

27 Penalty on Tips - IRC 6652(b) — We charged a penalty because, according to our records, you didn't report your tips to your employer. The penalty is 50% of the social security or railroad retirement tax on the tips you didn't report. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

28 Examining Officer's Report - IRC 6751(a) — According to our records, your Examining Officer gave you a report that explained the reason for this penalty.

30 Late Payment Penalty Removed — We removed the late payment penalty we previously charged you.

31 False W-4 Penalty - IRC 6682 — We charged a $500 penalty because it appears you made false statement(s) on your Form W-4. If you think we should remove or reduce this penalty, see "*Removal of Penalties — Reasonable Cause.*"

32 Partnership Late Filing - IRC 6698 — We charged a penalty because, according to our records, you filed your partnership return late. The penalty is $195 for each person who was a partner at any time during the tax year, for each month or part of a month the return was filed late, for up to 12 months. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

* For 2008: The penalty charge is $89. The Hokie Act increased the penalty rate by $1, for returns with a taxable year beginning in 2008.
* For returns required to be filed after December 20, 2007: The penalty charge is $85.
* For returns required to be filed prior to December 20, 2007: The penalty charge is $50 for each partner for each month (or part of a month) the return was late or incomplete, not to exceed five months.

S Corporation Late Filing - IRC 6699 — We charged a penalty because, according to our records, you filed your S corporation return late. The penalty is $195 for each person who was a shareholder at any time during the year, for each month or part of a month the return was filed late, for up to 12 months. If you think we should remove or reduce this penalty, see "*Removal of Penalties - Reasonable Cause.*"

* For returns required to be filed after December 31, 2008, the penalty is $89.
* For returns required to be filed *prior* to December 31, 2008, but *after* December 20, 2007, the penalty is $85.

33-39 and 45-52 Filing Incomplete Return — IRC 6698 - We charged a penalty because, according to our records, your partnership return was incomplete and you didn't give us the information we requested. The penalty is $195 for each person who was a partner at any time during the tax year, for each month or part of a month, for up to 12

months. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

* For 2008: The penalty charge is $89. The Hokie Act increased the penalty rate by $1, for returns with a taxable year beginning in 2008.
* For returns required to be filed after December 20, 2007: The penalty charge is $85.
* For returns required to be filed prior to December 20, 2007: The penalty charge is $50 for each partner for each month (or part of a month) the return was late or incomplete, not to exceed five months.

33, 34, 36 and 45-49 Filing Incomplete Return - IRC 6699 - We charged a penalty because, according to our records, your S corporation return was incomplete and you didn't give us the information we requested. The penalty is $195 for each person who was a shareholder at any time during the year, for each month or part of a month the return was filed late, for up to 12 months. If you think we should remove or reduce this penalty, see "*Removal of Penalties - Reasonable Cause*."

* For returns required to be filed after December 31, 2008, the penalty is $89.
* For returns required to be filed *prior* to December 31, 2008, but *after* December 20, 2007, the penalty is $85.

33 – Missing Schedules K-1
34 – Missing Schedule L (Balance Sheets)
35 – Missing Schedules K-1 TINs (5 or more)
36 – Missing Schedules K-1 and Schedule L (Balance Sheets)
37 – Missing Schedules K-1 and Schedule K-1 TINs
38 – Missing Schedule L (Balance Sheets) and Schedule K-1 TINs
39 – Missing Schedules K-1, Schedule K-1 TINs, and Schedule L (Balance Sheets)
45 – Missing Schedules K
46 – Missing Schedules K and Schedules K-1
47 – Missing Schedules K and Schedules L (Balance Sheets)
48 – Missing Schedules K and Schedules K-1 TINs (5 or more)
49 – Missing Schedules K, Schedules K-1, and Schedules L (Balance Sheets)
50 – Missing Schedules K, Schedules K-1, and Schedule K-1 TINs
51 – Missing Schedules K, Schedules L (Balance Sheets), and Schedule K-1 TINs
52 – Missing Schedules K, Schedules K-1, Schedules L (Balance Sheets), and Schedule K-1 TINs (5 or more)

40 Accuracy-Related Penalty - IRC 6662 — For returns due after 12/31/89, we charge a 20% penalty on the amount of additional tax attributable to Negligence, Substantial Understatement, Substantial Valuation Misstatement, Substantial Overstatement of Pension Liabilities, or Substantial Estate or Gift Tax Valuation Understatement. The penalty is increased to 40% for a Gross Valuation Misstatement.

For returns due before 1/1/90, the applicable percentage rate varies with the specific penalty and the amount of the increased tax.

Accuracy-Related Penalty on Understatements with Respect to Reportable Transactions - IRC 6662(A) — For tax years ending after October 22, 2004, we charged a penalty for a reportable transaction understatement. Generally, the penalty is 20 percent of the reportable transaction understatement. The penalty is increased to 30 percent if the disclosure requirement in IRC section 6664(d)(2)(A) is not met.

Accuracy-Related Penalty on Underpayments Attributable to Undisclosed Foreign Financial Asset Understatements - IRC 6662(j) - For tax years beginning after March 18, 2010, we charged a penalty for an undisclosed Foreign Financial Asset. The penalty is 40% of the portion of any underpayment attributable to any undisclosed foreign financial asset understatement.

Accuracy-Related Penalty on Underpayments Attributable to Non-economic Substance Transactions - IRC 6662(b)(6) - We charged you a penalty due to a disallowance of claimed tax benefits by reason of a transaction lacking economic substance or failing to meet the requirements of any similar rule of law. The penalty is 20 percent of the portion of the underpayment attributable to one or more non-economic substance transactions. The reasonable cause exception does not apply to any portion of an underpayment that is attributable to one or more non-economic substance transactions. (For transactions entered into on or after March 31, 2010).

Accuracy-Related Penalty on Underpayments Attributable to Non-disclosed Non-economic Substance Transactions - IRC 6662(i) - We charged you a penalty due to a disallowance of claimed tax benefits by reason of a transaction lacking economic substance or failing to meet the requirements of any similar rule of law. The penalty is 40 percent of the portion of the underpayment attributable to one or more non-disclosed non-economic substance transactions. The reasonable cause exception does not apply to any portion of an underpayment that is attributable to one or more non-disclosed non-economic substance transactions. (For transactions entered into on or after March 31, 2010). See the Revenue Agent Report for a detailed explanation of these penalties.

41 Failure to Deposit - IRC 6656 - Taxes Paid Directly to IRS — We charged a penalty because, according to our records, you paid your taxes to an unauthorized financial institution, directly to the IRS with your return, or you did not make your deposit(s) electronically as the law requires. The penalty is 10% of each payment you didn't deposit properly.

There is a limit to the amount of tax you may pay with your return. See the list below.

Form 941 series, Form 943, Form 944, and Form 945 — You may pay taxes of less than $2,500 with your tax return.

Form 1042 — You may pay taxes of less than $200 with your tax return.

Form 720 — You may pay taxes of $2,000 or less with your tax return.

Form 940 — You may pay taxes of $500 or less with your tax return.

Form CT-1 — You may pay taxes of less than $2,500 with your tax return.

If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."* Also see Publication 15, *Circular E — Employer's Tax Guide* or Publication 51, *Circular A - Agricultural Employer's Tax Guide* for deposit requirements.

42 Failure to Deposit - IRC 6656 — Insufficient or Late Deposits and Taxes Paid Directly to IRS — We charged a penalty because according to our records:

– you didn't deposit the correct amounts of tax on time, and
– you made one or more of your deposits to an unauthorized financial institution, paid your tax directly to the IRS, paid the tax with your return, or you did not make your deposit(s) electronically as the law requires.

We applied your deposits and payments in the date order we received them. We used your Record of Federal Tax Liability to determine where to apply your deposits. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts. For additional details see **Information on Failure to Deposit Penalty, Code 56.**

43 Failure to Deposit - IRC 6656 — Taxes Paid Directly to IRS and Missing Information — We charged a penalty because you paid taxes to an unauthorized financial institution, directly to the IRS, with your tax return, or you did not make your deposit(s) electronically as the law requires.

Also, your Record of Federal Tax Liability was incomplete or illegible, or the liability amounts you reported didn't equal the net taxes for the tax period. Therefore, we averaged the total tax liability and distributed it equally throughout the tax period.

We applied your deposits and payments to the averaged liabilities in the date order we received your deposits. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

If you believe we computed the penalty incorrectly, please send us a complete breakdown of your tax liability on Form 941 Schedule B, or Form 945-A or Form 943-A. For additional details see **Information on Failure to Deposit Penalty, Code 56.**

44 Failure to Deposit - IRC 6656 — Insufficient Late Deposits and Taxes Paid Directly to IRS and Missing Information — We charged a penalty because, according to our records:

– you didn't make your tax deposit on time or in the correct amounts,
– you made one or more of your deposits to an unauthorized financial institution, paid your tax directly to the IRS, paid the tax with your return, or you did not make your deposit(s) electronically as the law requires, and
– your Record of Federal Tax Liability was incomplete or illegible, or the liability amounts you reported didn't equal the net taxes for the tax period.

We averaged your total tax liability and distributed it equally throughout the tax period. Then we applied your deposits and payments to the averaged liabilities in the date order we received your deposits. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

If you believe we computed the penalty incorrectly, please send us a complete breakdown of your tax liability on Form 941 Schedule B, or Form 945-A or Form 943-A. For additional details see Information on Failure to Deposit Penalty, Code 56.

53 Ten Percent Penalty for Internal Revenue Code (IRC) Section 444 Election - IRC 7519(f) — We charged a penalty because we didn't receive the full amount of the "required payment" for your IRC section 444 election on time. The required payment is the value of the tax deferral you receive when you change your tax year under IRC section 444.

The penalty is 10% of the part of the payment that you didn't pay on time.

If the required payment is more than $500 for any year you made an IRC section 444 election, you must make a payment with Form 8752, *Required Payment or Refund Under Section 7519*, by May 15th of the following calendar year. Reasonable Cause doesn't apply to this 10 percent penalty for tax years beginning on or before August 5, 1997. For tax years beginning after August 5, 1997, if you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."*

54 Failure to Deposit - IRC 6656 — Deposits Insufficient/Late and Incorrect Record of Federal Tax Liability — We charged a penalty because it appears that you didn't deposit the correct amounts of tax on time. Our records showed you as a semi-weekly depositor but your Form 941 Schedule B, Form 945-A, or Form 943-A didn't have enough information on it for us to determine if you made your deposits on time or in the correct amounts.

Therefore, we averaged the liability you reported and distributed it equally. We then applied your deposits in the date order we received them. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

If you believe we computed the penalty incorrectly, please complete Form 941 Schedule B, Form 945-A, or Form 943-A. If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."* For information on deposit requirements, see Publication 15, *Circular E — Employer's Tax Guide,* or Publication 51, *Circular A - Agricultural Employer's Tax Guide.*

55 Failure to Deposit - IRC 6656 — Missing or Incorrect Information and Taxes Paid Directly to IRS — We charged a penalty because your Form 941 Schedule B, your Form 945-A, or your Form 943-A was incomplete and we couldn't determine if you made your deposits on time or in the correct amounts.

Therefore, we averaged the liability you reported, distributed it equally, and applied your deposits in the date order we received them. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

Also, it appears that you paid taxes to an unauthorized financial institution, directly to the IRS, with your tax return, or you did not make your deposit(s) electronically as the law requires. If you believe we computed the penalty incorrectly, please complete Form 941 Schedule B, Form 945-A or Form 943-A. For additional details see **Information on Failure to Deposit Penalty, Code 56.**

56 Failure to Deposit - IRC 6656 — Deposits Insufficient/Late, Taxes Paid Directly to IRS and Incorrect Record of Federal Tax Liability — We charged a penalty because, according to our records:
- you didn't make your tax deposit on time or in the correct amounts,
- you made one or more of your deposits to an unauthorized financial institution, paid your tax directly to the IRS, paid the tax with your return, or you did not make your deposit(s) electronically as the law requires, and your Record of Federal Tax Liability was incomplete or illegible, or the liability amounts you reported didn't equal the net taxes for the tax period.

We averaged your total tax liability, distributed it equally, and applied your deposits and payments to the averaged liabilities in the date order we received them. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

If you believe we computed the penalty incorrectly, please complete the enclosed Form 941 Schedule B, Form 945-A, or Form 943-A. For additional details see **Information on Failure to Deposit Penalty** below.

Information on Failure to Deposit Penalty. There is a limit to the amount of tax you may pay with your return. See the list below.

Form 941 series, Form 943, Form 944, and Form 945 — You may pay tax of less than $2,500 with your tax return.

Form 1042 — You may pay taxes of less than $200 with your tax return.

Form 720 — You may pay taxes of $2,000 or less with your tax return.

Form 940 — You may pay taxes of $500 or less with your tax return.

Form CT-1 — You may pay taxes of less than $2,500 with your tax return.

If you think we should remove or reduce this penalty, see *"Removal of Penalties — Reasonable Cause."* Also see Publication 15, *Circular E — Employer's Tax Guide, or* Publication 51, *Circular A — Agricultural Employer's Tax Guide,* for deposit requirements.

57 Failure to Deposit - IRC 6656 — Deposits Insufficient/Late and Incorrect Record of Federal Tax Liability — We charged a penalty because, according to our records, you didn't deposit your tax using the one-day deposit rule for liabilities $100,000 or more during a deposit period.

Also, the Record of Federal Tax Liability on your return was incomplete and we couldn't determine if you made your deposits on time or in the correct amounts. Therefore, we averaged the liability you reported and distributed it equally.

Since your average amount of monthly liability was $100,000 or more, we placed the liability on the first day of your applicable semi-weekly period. We applied your deposits in the date order we received them. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

For deposits due after December 31, 1989, see Code 54.

58 Failure to Deposit - IRC 6656 — Deposits Insufficient/Late and Incorrect Record of Federal Tax Liability — We charged a penalty because, according to our records, you didn't deposit your tax using the one-day deposit rule for liabilities $100,000 or more during a deposit period.

Also, your Form 941 Schedule B, Form 945-A or Form 943-A was incomplete and we couldn't determine if you made your deposits on time or in the correct amounts. Therefore, we averaged the liability you reported and distributed it equally.

Since your average amount of liability was $100,000 or more, we placed the liability on the first day of the applicable semi-weekly period (eighth-monthly period for tax years ending on or before December 31, 1992). We applied your deposits in the date order we received them. We figured the penalty on any tax not deposited, deposited late, or not deposited in the correct amounts.

For deposits due after December 31, 1989, see Code 54.

Interest - IRC 6601

09 Interest — We charged interest because, according to our records, you didn't pay your tax on time. We figured interest from the due date of your return (regardless of extensions) to the date we receive your full payments or the date of your notice.

Corporate interest — We charged additional interest of 2% because, according to our records, you didn't make your corporate tax payment within 30 days after the IRS notified you of the underpayment of tax. This interest begins on the 31st day after we notify you of the underpayment on tax amounts you owe over $100,000, minus your timely payments and credits.

19 Additional Interest Charges — If the amount you owe is $100,000 or more, please make sure that we receive your payment within *10 work* days from the date of your notice. If the amount you owe is less than $100,000, please make sure that we receive your payment within *21 calendar* days from the date of your notice. If we don't receive full payment within these time frames, the law requires us to charge interest until you pay the full amount you owe.

Interest Paid
Beginning with tax year 1991, you can no longer deduct interest you paid to the United States Treasury as an itemized deduction on your Form 1040, Schedule A.

Interest Reduced
If we reduce interest that you previously reported as a deduction on your tax return, you must report this reduction of interest as income on your tax return for the year we reduce it.

Interest Removed-Erroneous Refund
The law requires us to remove interest up to the date we request you to repay the erroneous refund when:
- you didn't cause the erroneous refund in any way, and
- the refund doesn't exceed $50,000.

The IRS may remove or reduce interest on other erroneous refunds based on the facts and circumstances involved in each case.

Annual Interest Netting — Effective January 1, 1987 through December 31, 1998, the interest rate we paid on any overpayment of taxes was 1% less than the interest rate we charged on the underpayment of taxes. As of January 1, 1999, the overpayment and underpayment rates of interest that we pay and charge are the same, except for corporate overpayments. If we refund an overpayment with interest and we have to increase the tax at a later date, we give special consideration to the interest on that account.

On the tax increase made after the refund, we will charge the lower refund rate of interest (up to the amount of the refund) for the same time period that we paid interest on the overpayment.

Request for Net Interest Rate of Zero - IRC 6621(d) General Rule — If you owe interest to the IRS on an underpayment for the same period of time that the IRS owes you interest on an overpayment, you may be entitled to receive a net interest rate of zero (the same rate of interest applies to your underpayment as your overpayment).

To receive the net interest rate of zero for interest you owed (or paid) the IRS, or interest that we owed (or paid) you before October 1, 1998, you must file a Form 843, *Claim for Refund and Request for Abatement.* For more information on the filing requirements for the Form 843, see Revenue Procedure 99-43, 1999-47 I.R.B. 579. Revenue Procedure 99-43 and Form 843 are available at *www.irs.gov.*

To qualify for the net interest rate of zero, the period of limitation for claiming a refund of interest on an underpayment and the period of limitation for claiming additional interest on an overpayment must have been open on July 22, 1998. Generally, the period of limitation for claiming a refund of interest on an underpayment is 3 years from the time you filed your tax return, or 2 years from the time you paid the interest, whichever is later. The period of limitation to request additional interest on an overpayment is 6 years from the date of the refund.

You must file Form 843 on or before the closing date of the later statute of limitation period. Mail Form 843 to:

U.S. Mail:
Internal Revenue Service
Net Rate Interest Netting Claim
P.O. Box 9987
Mail Stop 6800
Ogden, UT 84409

Other than U.S. mail.
Internal Revenue Service
Net Rate Interest Netting Claim
1160 West 1200 South
Mail Stop 6800
Ogden, UT 84201

If your request for interest netting involves solely interest that you owed the IRS or that the IRS owed you on or after October 1, 1998, send Form 843 to the Internal Revenue Service Center where you filed your most recent federal income tax return. For more information on these Form 843 filing requirements, see Revenue Procedure 2000-26, 2000-24 I.R.B. 1. Revenue Procedure 2000-26 is available at *www.irs.gov.*

Status of Your Account

22 Balance Less than $1 — If the amount you owe is less than $1, you do not have to pay it.
23 Refund Less than $1 — If your refund is less than $1, we will send it to you only if you ask for it.
24 Refund — We will refund your overpayment (plus interest when applicable), if you owe no other taxes or have no other debts the law requires us to collect.
25 This notice is not the result of an examination of your return. We notify a taxpayer when we select his/her return for examination.

Action Required on Balance Due Accounts

16 Payment — Please make your check or money order payable to the United States Treasury. Write on your payment your social security number or employer identification number, the tax period and tax form. Mail your payment with the bottom part of your notice in the enclosed envelope or to the address on the front of your notice.

Notice about Partial Payments — Generally, we apply your payment first to tax, then to penalty, and finally to the interest you owe.

Additional Tax Concerns

Backup Withholding
If you received interest, dividends or patronage dividend income, but you didn't report the income on your tax return and you didn't pay the tax due on your tax return, you could be subject to a special income tax withholding called *Backup Withholding.* The IRS may request each payer of that income to begin withholding at a rate of 28% if, after we send you four notices over 210 days, a balance remains due on your account.

Federal/State Exchange Program
The Internal Revenue Service has agreements with state and certain local tax agencies to exchange information about federal tax, including increases or decreases. If this change affects the amount of your state or local income taxes, you should file the required state or local form to report the change.

GPO U.S. GOVERNMENT PRINTING OFFICE: 2013—647-108

TS001688

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	CMC	COLLECTOR NO.	EXEMPTION(S) APPLIED TO THIS PROPERTY	LEGAL DESCRIPTION
06-42-47-10-02-007-0680	2013	15	101304074		BOCA MADERA UNIT 2 LT 68 BLK G

R 6 - 231542
BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
www.pbctax.com

2013 REAL ESTATE PROPERTY TAX BILL

AD VALOREM TAXES

READ REVERSE SIDE BEFORE CALLING TAXING AUTHORITY	TELEPHONE	ASSESSSED	EXEMPTION	TAXABLE	MILLAGE	TAX AMOUNT
COUNTY	561-355-3996	270,314		270,314	4.7815	1,292.51
COUNTY DEBT	561-355-3996	270,314		270,314	0.2037	55.06
CITY OF BOCA RATON	561-393-7850	270,314		270,314	3.4216	924.91
CITY OF BOCA RATON DEBT	561-393-7850	270,314		270,314	0.3009	81.34
CHILDRENS SERVICES COUNCIL	561-740-7000	270,314		270,314	0.7025	189.90
F.I.N.D.	561-627-3386	270,314		270,314	0.0345	9.33
PBC HEALTH CARE DISTRICT	561-659-1270	270,314		270,314	1.0800	291.94
SCHOOL LOCAL	561-434-8837	270,314		270,314	2.4980	675.24
SCHOOL STATE	561-434-8837	270,314		270,314	5.0860	1,375.36
SFWMD EVERGLADES CONST PROJECT	561-686-8800	270,314		270,314	0.0587	15.87
SO FLA WATER MANAGEMENT DIST.	561-686-8800	270,314		270,314	0.1685	45.55
SO FLA WATER MGMT - OKEE BASIN	561-686-8800	270,314		270,314	0.1838	49.68
GREATER BOCA RATON BH & PK DIST	561-417-4599	270,314		270,314	0.9676	261.56

KEEP THIS SECTION
FOR YOUR RECORDS

TOTAL AD VALOREM 5,268.25

NON-AD VALOREM ASSESSMENTS

READ REVERSE SIDE BEFORE CALLING LEVYING AUTHORITY	TELEPHONE	RATE	READ REVERSE SIDE BEFORE CALLING AMOUNT
SOLID WASTE AUTHORITY	561-697-2700	174.00	174.00
BOCA RATON FIRE OPERATIONS	561-393-7979	85.00	85.00
LAKE WORTH DRAINAGE DISTRICT MAINT	561-819-5479	42.00	42.00

TOTAL NON-AD VALOREM 301.00

TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 5,569.25

AMOUNT DUE WHEN RECEIVED BY					
NOV 30, 2013	DEC 31, 2013	JAN 31, 2014	FEB 28, 2014	MARCH 31, 2014	TAXES ARE DELINQUENT APRIL 1, 2014
$5,346.47	$5,402.18	$5,457.86	$5,513.56	$5,569.25	
4%	3%	2%	1%	NO DISCOUNT	

DETACH HERE **SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION** DETACH HERE

COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	CMC	COLLECTOR NO.
06-42-47-10-02-007-0680	2013	15	101304074

BERNSTEIN FAMILY REALTY LLC
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

2013101304074000556925 2

LEGAL DESCRIPTION
BOCA MADERA UNIT 2 LT 68 BLK G

P.O. BOX 3353
WEST PALM BEACH, FL 33402-3353

MAKE PAYABLE TO:
TAX COLLECTOR, PALM BEACH COUNTY

AMOUNT DUE WHEN RECEIVED BY					
NOV 30, 2013	DEC 31, 2013	JAN 31, 2014	FEB 28, 2014	MARCH 31, 2014	TAXES ARE DELINQUENT APRIL 1, 2014
$5,346.47	$5,402.18	$5,457.86	$5,513.56	$5,569.25	
4%	3%	2%	1%	NO DISCOUNT	

(KEEP THIS SECTION FOR YOUR RECORDS)

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*
www.pbctax.com

IMPORTANT INSTRUCTIONS

2013 REAL ESTATE PROPERTY TAX BILL

This BILL includes Ad Valorem Taxes and Non-Ad Valorem Assessments for the 2013 Tax Year. Payment must be made in full and in U.S. funds. Payment is subject to verification and receipt of funds. A fee is applied for dishonored funds.

2013 REAL ESTATE PROPERTY TAX PAYMENT

- Discount amounts are shown on the front of this bill.
- Payment must be received in our offices by the due dates printed on the TAX BILL (see reverse side).

PAYMENT OPTIONS

- **E-CHECK** (Online Only) 24/7 at www.pbctax.com. **No Additional Fee** (Payment confirmation e-mail serves as receipt).
- **CREDIT CARD** (Online Only) 24/7 at www.pbctax.com. **A 2.35% Convenience Fee Will Apply** (Payment confirmation e-mail serves as receipt).
- **WIRE TRANSFER** E-mail taxwires@taxcollectorpbc.com for instructions (bank confirmation serves as receipt).
- **MAIL** Detach the original stub and return with payment. DO NOT FOLD, STAPLE, PAPER CLIP, WRITE, OR MARK ORIGINAL STUB. Write your 17-digit Property Control Number on your payment. Use the enclosed return envelope with the Tax Collector address showing in the return envelope window (canceled check serves as receipt).
- **DROP OFF BOX** at one of our Service Centers from 8:15 AM to 5:00 PM, Monday - Friday (canceled check serves as receipt).
- **BANK ONLINE BILL PAY** - Your bank's bill pay service - Mail delivery and bank processing times vary so allow ample time. Include 17-digit Property Control Number on payment (bill pay service canceled check serves as receipt).

DELINQUENT TAX INFORMATION

- Ad Valorem Taxes and Non-Ad Valorem Assessments become delinquent APRIL 1, 2014.
- The minimum charge of 3% will be collected. Interest accrues at 1.5% per month (18% annually).
- Interest and associated costs for delinquent taxes are determined by the date payment is received by the Tax Collector.
- Payment AFTER THE DATE OF DELINQUENCY must be in U.S. funds by cash, bank draft, wire transfer, certified check, money order, U.S. Postal Money Order, or cashier's check.

FLORIDA STATUTE 197.432: Tax Certificates will be sold on all unpaid property taxes 60 days after the date of delinquency.

Contact Information for Questions or Problems

Constitutional Tax Collector: Prepares and mails TAX BILLS from Tax Roll data certified by the PBC Property Appraiser and Non-Ad Valorem assessments provided by Levying Authorities (561-355-2264). If this property was sold, forward this bill to the new owner or mark bill "SOLD" and return to the Constitutional Tax Collector's Office.

Property Appraiser: Prepares the Ad Valorem Tax Roll (assessed value, exemptions, taxable value, assessed owner's name, address, and legal description). Questions about tax assessment and exemptions should be directed to the Office of the Property Appraiser at 561-355-2866.

Taxing Authorities: Set the Ad Valorem millage rates. See telephone list on reverse side for questions about assessment amounts and services provided.

Levying Authorities: Determine the Non-Ad Valorem assessments. See telephone list on reverse side for questions about assessment amounts and services provided.

(DETACH HERE)

PLEASE INCLUDE THIS BOTTOM STUB WITH YOUR PAYMENT TO THE TAX COLLECTOR

DO NOT FOLD, STAPLE, PAPER CLIP, WRITE, OR MARK ON THIS PAYMENT STUB

Make payable to:
Tax Collector, Palm Beach County

Please include the 17-digit Property Control Number on your payment. Place this return portion and your payment in the enclosed return envelope. The Constitutional Tax Collector's address must show in the return envelope window.

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
FBO DANIEL BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
Acct Number: 21 00 0918 0 03

Transaction Description	Posting Date		Payment
REAL ESTATE EXPENSES			
TAX COLLECTOR, PALM BEACH COUNTY - 1/3 OF REAL ESTATE TAXES	12/03/2012		-1,803.60
MR ELECTRIC - 1/3 DOWNPAYMENT FOR ELECTRICAL WORK	12/12/2012		-500.00
TOTAL REAL ESTATE EXPENSES			**-2,303.60**
DISBURSEMENTS FBO DANIEL			
ST ANDREW'S SCHOOL - BALANCE OF 2012/2013 TUITION	11/14/2012		-8,221.50
ST ANDREW'S SCHOOL - CLASS MUSIC TRIP	03/08/2013		-275.00
22 LACROSSE - SUMMER LACROSSE PROGRAM	05/22/2013		-722.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	06/14/2013		-92.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	06/28/2013		-2,137.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	07/22/2013		-3,432.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	08/13/2013		-1,716.00
TOTAL DISBURSEMENTS FBO DANIEL			**-16,595.50**
DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES			
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/08/2012		-2,000.00
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/29/2012		-250.00
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/30/2012		1,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES SEPT OCT NOV	12/06/2012		-3,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES FOR DEC 2012	12/10/2012		-1,000.00
CANDICE BERNSTEIN - VOLVO REPAIRS	12/21/2012		-2,155.77
BERNSTEIN FAMILY REALTY CUSTODY ACCT	12/27/2012		-3,000.00
FISERV - REIMBURSEMENT OF OVERPAYMENT BY BILL PAY SERVICE	01/30/2013		-98.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	01/30/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	01/31/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	02/27/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	03/11/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	04/04/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	05/03/2013		-2,000.00

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
FBO DANIEL BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
Acct Number: 21 00 0918 0 03

Transaction Description	Posting Date		Payment
DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES cont.			
BERNSTEIN FAMILY REALTY CUSTODY ACCT	05/17/2013		-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	06/04/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	06/28/2013		-5,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	07/15/2013		-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	08/06/2013		-1,000.00
CANDICE BERNSTEIN - LIVING EXPENSES FOR DANIEL	09/10/2013		-1,800.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	09/18/2013		-10,655.43
TOTAL DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES			**-56,959.20**

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
FBO JACOB BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
Acct Number: 21 00 0917 0 03

Transaction Description	Posting Date		Payment
REAL ESTATE EXPENSES			
TAX COLLECTOR, PALM BEACH COUNTY - 1/3 SHARE OF REAL ESTATE TAXES	12/03/2012		-1,803.60
MR ELECTRIC - 1/3 DOWNPAYMENT FOR ELECTRICAL WORK	12/12/2012		-500.00
TOTAL REAL ESTATE EXPENSES			**-500.00**
DISBURSEMENTS FBO JACOB			
ST ANDREW'S SCHOOL - BALANCE OF 2012/2013 TUITION	11/14/2012		-9,319.50
ST ANDREW'S SCHOOL - 8TH GRADE CLASS TRIP AND BOOKSTORE CHARGES	01/30/2013		-1,017.99
ST ANDREW'S SCHOOL BOOKSTORE CHARGES	02/11/2013		-81.00
PETER WOHLGEMUTH DMD - FOR DENTAL SVCS	03/08/2013		-630.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	03/13/2013		-35.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	05/13/2013		-25.99
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	06/28/2013		-2,614.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	07/22/2013		-4,233.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	08/13/2013		-2,099.00
TOTAL DISBURSEMENTS FBO JACOB			**-20,055.48**
DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES			
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/08/2012		-1,777.99
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/30/2012		-1,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES FOR SEPT OCT NOV	12/06/2012		-3,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES FOR DEC 2012	12/10/2012		-1,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	12/27/2012		-3,000.00
FISERV - REIMBURSEMENT OF OVERPAYMENT BY BILL PAY SERVICE	01/30/2013		-830.99
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	01/30/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	01/31/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	02/27/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	03/11/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	04/04/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/03/2013		-2,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/17/2013		-4,000.00

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
FBO JACOB BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
Acct Number: 21 00 0917 0 03

Transaction Description	Posting Date		Payment
DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES cont.			
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/30/2013		-1,500.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	06/04/2013		-1,500.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	06/28/2013		-5,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	07/15/2013		-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	08/06/2013		-1,000.00
CANDICE BERNSTEIN LIVING EXPENSES FOR JACOB	09/10/2013		-1,050.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	09/18/2013		-9,951.64
TOTAL DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES			**-55,610.62**

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
FBO JOSHUA Z BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
Acct Number: 21 00 0916 0 03

Transaction Description	Posting Date		Payment
REAL ESTATE EXPENSES			
TAX COLLECTOR, PALM BEACH COUNTY - 1/3 SHARE OF REAL ESTATE TAXES	12/03/2012		-1,803.59
MR ELECTRIC - 1/3 DOWNPAYMENT FOR ELECTRICAL WORK	12/12/2012		-500.00
TOTAL REAL ESTATE EXPENSES			**-2,303.59**
DISBURSEMENTS FBO JOSHUA			
ST ANDREW'S SCHOOL - BALANCE OF 2012/2013 TUITION	11/14/2012		-10,219.50
CHARTIS PROPERTY CASUALTY CO - PAYMENT OF CAR INSURANCE INO JOSHUA	11/21/2012		-3,482.00
CANDICE BERNSTEIN - REIMBURSE FOR PURCHASE OF COMPUTER	01/15/2013		-1,167.03
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	01/30/2013		-67.63
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	02/11/2013		-252.95
DOUG SHANAHAN - LACROSSE LESSONS	03/11/2013		-340.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	03/13/2013		-54.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	04/15/2013		-100.00
DAVID POSNACK JCC - PAYMENT ON ACCOUNT FOR MACCABI GAMES	05/02/2013		-322.50
BOCA RATON FAMILY & PEDIATRICS - MEDICAL BILL	05/06/2013		-20.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	05/13/2013		-144.95
DAVID POSNACK JCC - PAYMENT ON ACCOUNT FOR MACCABI GAMES	05/24/2013		-700.00
DAVID POSNACK JCC - BALANCE OF ACCOUNT FOR MACCABI GAMES	05/30/2013		-627.50
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	06/14/2013		-64.15
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	06/28/2013		-2,614.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	07/22/2013		-4,198.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	08/13/2013		-2,099.00
TOTAL DISBURSEMENTS FBO JOSHUA			**-26,473.21**

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
FBO JOSHUA Z BERNSTEIN
OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
Acct Number: 21 00 0916 0 03

Transaction Description	Posting Date		Payment
DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES			
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/08/2012		-4,313.95
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/29/2012		-250.00
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/30/2012		1,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES FOR SEPT OCT NOV	12/06/2012		-3,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES FOR DEC 2012	12/10/2012		-1,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	12/27/2012		-3,000.00
FISERV - REIMBURSEMENT OF OVERPAYMENT BY BILL PAY SERVICE	01/30/2013		-980.95
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	02/06/2013		-6,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	02/27/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	03/11/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	04/04/2013		-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/03/2013		-2,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/17/2013		-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/30/2013		-2,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	06/04/2013		-1,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	06/28/2013		-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	07/03/2013		-1,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	07/15/2013		-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	08/06/2013		-1,000.00
CANDICE BERNSTEIN - LIVING EXPENSES FOR JOSHUA	09/10/2013		-90.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	09/18/2013		-1,340.36
TOTAL DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES			**-46,975.26**

BERNSTEIN FAMILY REALTY LLC CUSTODY ACCT OPPENHEIMER TRUST COMPANY, CUSTODIAN Acct Number: 65 00 0919 3 03			
Transaction Description	Posting Date		Payment
REAL ESTATE EXPENSES			
YOUR SECURITY CONNECTION - 1/4LY MONITORING FEES	01/03/2013		-$73.11
FIRST CHOICE PLUMBING	01/15/2013		-$250.00
KOOL RAY AIR CONDITIONING	01/15/2013		-$325.00
MR ELECTRIC	01/18/2013		-$1,271.10
MR ELECTRIC	01/31/2013		-$307.90
KOOL RAY AIR CONDITIONING	01/31/2013		-$105.00
CLAUDE MAXIME - LAWN SERVICE	01/31/2013		-$240.00
CITY OF BOCA RATON - WATER BILL	01/31/2013		-$143.83
MASSEY, CLARK, FISCHER INC. - HOMEOWNER'S INS POLICY	02/01/2013		-$8,387.79
TOWER HILL PREFERRED INSURANCE CO - FLOOD INS POLICY	02/01/2013		-$412.00
CITY OF BOCA RATON - WATER BILL	02/07/2013		-$253.37
FPL - ELECTRIC BILL	02/07/2013		-$446.34
PEST-ASIDE INC	03/11/2013		-$85.00
FPL - ELECTRIC BILL	03/11/2013		-$342.53
FPL - ELECTRIC BILL	04/05/2013		-$362.97
CITY OF BOCA RATON - WATER BILL	04/05/2013		-$212.37
YOUR SECURITY CONNECTION - 1/4LY MONITORING FEES	04/05/2013		-$73.11
FPL - ELECTRIC BILL	05/06/2013		-$441.41
CLAUDE MAXIME - LAWN SERVICE	05/06/2013		-$390.00
FPL - ELECTRIC BILL	06/03/2013		-$461.90
FPL - ELECTRIC BILL	07/01/2013		-$462.76
CITY OF BOCA RATON - WATER BILL	07/11/2013		-$221.06
YOUR SECURITY CONNECTION - 1/4LY MONITORING FEES	07/22/2013		-$73.11
FPL - ELECTRIC BILL	08/07/2013		-$545.68
CITY OF BOCA RATON - WATER BILL	08/07/2013		-$274.89
FPL - ELECTRIC BILL	09/19/2013		-$521.65
CLAUDE MAXIME - LAWN SERVICE	09/19/2013		-$560.00
WALTER SAHM - INTEREST PAYMENT RELATING TO LOAN ON PROPERTY	10/15/2013		-$3,850.00
TOTAL REAL ESTATE EXPENSES			**-$21,093.88**
LEGAL FEES			
FLORIDA DEPARTMENT OF STATE - ANNUAL FILING FEE FOR LLC	04/15/2013		-$143.75
MARK R MANCERI, PA - RETAINER FEE FOR STANSBURY VS BERNSTEIN LITIGATION	05/20/2013		-$5,000.00
TESCHER & SPALLINA PA - LEGAL FEES BERNSTEIN FAMILY REALTY	10/15/2013		-$6,000.00
TOTAL LEGAL FEES			**-$11,143.75**

BERNSTEIN FAMILY REALTY LLC CUSTODY ACCT OPPENHEIMER TRUST COMPANY, CUSTODIAN Acct Number: 65 00 0919 3 03			
Transaction Description	Posting Date		Payment
DISBURSEMENTS PAID DIRECTLY TO THE BERNSTEINS - MISCELLANEOUS EXPENSES			
CANDICE BERNSTEIN - DECEMBER EXPENSES	01/07/2013		-$2,644.27
CANDICE BERNSTEIN - JANUARY EXPENSES	01/31/2013		-$2,644.27
CANDICE BERNSTEIN -JANUARY EXPENSES BALANCE DUE	02/04/2013		-$2,834.42
CANDICE BERNSTEIN - FEBRUARY EXPENSES	03/11/2013		-$7,178.82
CANDICE BERNSTEIN - MARCH EXPENSES	04/05/2013		-$8,755.06
CANDICE BERNSTEIN - APRIL EXPENSES	05/06/2013		-$10,722.38
CANDICE BERNSTEIN - MAY EXPENSES	05/31/2013		-$5,000.00
CANDICE BERNSTEIN - MAY EXPENSES BALANCE DUE	06/05/2013		-$3,303.63
CANDICE BERNSTEIN - JUNE EXPENSES	07/01/2013		-$12,641.76
CANDICE BERNSTEIN - JULY EXPENSES	08/06/2013		-$9,705.99
CANDICE BERNSTEIN - AUGUST EXPENSES	09/19/2013		-$9,705.99
TOTAL PAID DIRECTLY TO BERNSTEINS			**-$75,136.59**
DISBURSEMENTS PAID DIRECTLY TO PROIVIDERS			
VERIZON WIRELESS	01/31/2013		-$851.06
AQUATIC ISLES POOL SERVICE	01/31/2013		-$80.60
COMCAST CABLE	01/31/2013		-$342.82
AQUATIC ISLES POOL SERVICE	02/04/2013		-$80.00
TRIPP SCOTT PA - BERNSTEIN FAMILY LEGAL BILL	02/28/2013		-$5,649.00
COMCAST CABLE	03/11/2013		-$730.25
TRIPP SCOTT PA - BERNSTEIN FAMILY LEGAL BILL	03/13/2013		-$3,534.00
COMCAST CABLE	04/05/2013		-$276.05
AQUATIC ISLES POOL SERVICE	04/05/2013		-$245.00
AQUATIC ISLES POOL SERVICE	05/06/2013		-$80.00
VERIZON WIRELESS	05/06/2013		-$446.43
COMCAST CABLE	05/06/2013		-$372.31
ADP BENEFIT SERVICES - HEALTH INSURANCE PREMIUM	05/20/2013		-$1,939.08
VERIZON WIRELESS	05/30/2013		-$470.64
COMCAST CABLE	05/30/2013		-$362.43
ADP BENEFIT SERVICES - HEALTH INSURANCE PREMIUM	05/30/2013		-$1,939.08
VERIZON WIRELESS	07/01/2013		-$510.64
AQUATIC ISLES POOL SERVICE	07/01/2013		-$359.34
COMCAST CABLE	07/01/2013		-$379.54
ADP BENEFIT SERVICES - HEALTH INSURANCE PREMIUM	07/01/2013		-$1,939.08
TRIPP SCOTT PA - BERNSTEIN FAMILY LEGAL BILL	07/11/2013		-$1,290.00
ADP BENEFIT SERVICES - HEALTH INSURANCE PREMIUM	08/05/2013		-$1,939.08
VERIZON WIRELESS	08/07/2013		-$455.62
COMCAST CABLE	08/07/2013		-$342.86
VERIZON WIRELESS	09/19/2013		-$500.92

BERNSTEIN FAMILY REALTY LLC CUSTODY ACCT OPPENHEIMER TRUST COMPANY, CUSTODIAN Acct Number: 65 00 0919 3 03			
Transaction Description	Posting Date		Payment
DISBURSEMENTS PAID DIRECTLY TO PROIVIDERS cont.			
AQUATIC ISLES POOL SERVICE	09/19/2013		-$240.00
COMCAST CABLE	09/19/2013		-$54.69
ADP BENEFIT SERVICES - HEALTH INSURANCE PREMIUM	09/19/2013		-$1,939.08
TOTAL PAID TO PROVIDERS			**-$27,349.60**

TOTAL REAL ESTATE EXPENSES			$21,093.88
TOTAL LEGAL FEES			$11,143.75
TOTAL PAID DIRECTLY TO BERNSTEINS			$75,136.59
TOTAL PAID TO PROVIDERS			$27,349.60
TOTAL DISBURSED			**$134,723.82**

Robert Spallina

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Tuesday, November 26, 2013 3:59 PM
To: Robert Spallina
Subject: RE: U.S. Postal Service Track & Confirm email Restoration - 70101870000185511920

I will check with our tax department and let you know what we can do. The number of K-1's is correct @ 9 since there was a cut off on Sy's date of death. Prior to his death the K-1's were under his social and subsequent they were issued to the trusts EIN. So there were 2 K-1's issued for each trust, (Sy, Jill, Lisa, & Eliot).

From: Robert Spallina [mailto:rspallina@tescherspallina.com]
Sent: Tuesday, November 26, 2013 2:33 PM
To: Messuri, Anthony
Subject: FW: U.S. Postal Service Track & Confirm email Restoration - 70101870000185511920

Please see below. This was absolutely picked up here with a certified label on the 16th but not stamped by the post office. We have never had this issue. Why did it go up to West Palm and not get processed until the next evening?

From: Kimberly Moran
Sent: Tuesday, November 26, 2013 2:12 PM
To: Robert Spallina
Subject: U.S. Postal Service Track & Confirm email Restoration - 70101870000185511920

This is Bernstein Holdings, LLC. It wasn't processed until the 17th. Same with Investments.

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

From: US_Postal_Service@usps.com [mailto:US_Postal_Service@usps.com]
Sent: Tuesday, November 26, 2013 12:27 PM
To: Kimberly Moran
Subject: U.S. Postal Service Track & Confirm email Restoration - 70101870000185511920

This is a post-only message. Please do not respond.

Kimberly Moran has requested that you receive this restoration information for Track & Confirm as listed below.

Current Track & Confirm e-mail information provided by the U.S. Postal Service.

Label Number: 70101870000185511920

Service Type: Certified Mail™

Shipment Activity	Location	Date & Time
Delivered	CINCINNATI OH 45999	September 23, 2013 12:22 pm
Available for Pickup	CINCINNATI OH 45999	September 20, 2013 12:14 pm
Sorting Complete	CINCINNATI OH 45203	September 20, 2013 8:37 am

Arrival at Unit	CINCINNATI OH 45203	September 20, 2013 7:32 am
Depart USPS Sort Facility	CINCINNATI OH 45234	September 20, 2013
Processed through USPS Sort Facility	CINCINNATI OH 45234	September 20, 2013 3:20 am
Processed through USPS Sort Facility	CINCINNATI OH 45234	September 19, 2013 10:12 pm
Depart USPS Sort Facility	WEST PALM BEACH FL 33416	September 17, 2013
Processed through USPS Sort Facility	WEST PALM BEACH FL 33416	September 17, 2013 8:03 pm

USPS has not verified the validity of any email addresses submitted via its online Track & Confirm tool.

For more information, or if you have additional questions on Track & Confirm services and features, please visit the Frequently Asked Questions (FAQs) section of our Track & Confirm tool at http://www.usps.com/shipping/trackandconfirmfaqs.htm.

CBIZ MHM, LLC

Bernstein Family Investments, LLLP
c/o Tescher & Spallina, P.A.
Attn: Robert Spallina
4855 Technology Way, Suite 720
Boca Raton, FL 33431

Invoice No. 112664
Date 11/27/2013
Client No. 4002518.0
Total Amount Due $ 20,203.60

TO INSURE PROPER CREDIT, PLEASE WRITE INVOICE NUMBER ON CHECK

Professional Services Rendered Through October 31, 2013

Posting transactions and preparation of adjusting journal entries for the year ended December 31, 2012.

Preparation of bank reconciliation.

Accumulation of information and preparation of Federal Partnership Income Tax Returns for the calendar year ended December 31, 2012.

Analysis of 12 months of brokerage accounts from JP Morgan.

Various communications with Chris Prindle and Robert Spallina. $ 19,994.20

Previous Balance 209.40

Total Amount Due $ 20,203.60

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
19,994.20	0.00	0.00	0.00	209.40	20,203.60

Invoice Due Upon Receipt
Payments Received Are Posted Through Above Invoice Date

Client Name: Bernstein Family Investments, LLLP
Invoice No.: 112664

Client No: 4002518
Invoice Date: 11/27/2013

Make check payable to: CBIZ MHM, LLC
Remit payment to: PO Box 953152, St. Louis, MO 63195-3152
Ph: 561.994.5050 ~ F: 561.241.0071 ~ www.cbizsouthflorida.com

A finance charge of 1.5% per month will be added to any unpaid balance over 60 days from invoice date.

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 ▪ F: 561.241.0071
www.cbizgl.com

December 18, 2012

Department of the Treasury
INTERNAL REVENUE SERVICE
Ogden, UT 84201-0039

RE: Bernstein Holdings LLC
Tax ID # 32-0234597
Tax Form: 1065, Tax Period 12/31/11

Dear Sir or Madam:

As the accountants for the above referenced taxpayer, we are in receipt of your notice (copy attached) dated November 26, 2012 assessing late filing penalties for Form 1065 for 2011.

Attached is a copy of the Death Certificate for Simon Bernstein who was the General Partner and Member for this entity. Based on the unexpected and untimely death of Mr. Bernstein, the return was delayed by the ensuing legal matters that occurred. Based on these facts, we are requesting an abatement of the penalties being assessed under Rev Proc 84-35 for reasonable cause.

Thank you for your prompt attention to this request. Should you require any additional information, please do not hesitate to contact our office.

Sincerely,

CBIZ Goldstein Lewin

Gerald R. Lewin, CPA
For the Firm

Encl.
Cc: Robert Spallina Esq. ✓

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 ▪ F: 561.241.0071
www.cbizgl.com

December 18, 2012

Department of the Treasury
INTERNAL REVENUE SERVICE
Ogden, UT 84201-0039

RE: Bernstein Family Investments LLLP
Tax ID # 26-2124343
Tax Form: 1065, Tax Period 12/31/11

Dear Sir or Madam:

As the accountants for the above referenced taxpayer, we are in receipt of your notice (copy attached) dated November 26, 2012 assessing late filing penalties for Form 1065 for 2011.

Attached is a copy of the Death Certificate for Simon Bernstein who was the General Partner for this entity. Based on the unexpected and untimely death of Mr. Bernstein, the return was delayed by the ensuing legal matters that occurred. Based on these facts, we are requesting an abatement of the penalties being assessed under Rev Proc 84-35 for reasonable cause.

Thank you for your prompt attention to this request. Should you require any additional information, please do not hesitate to contact our office.

Sincerely,

CBIZ Goldstein Lewin

Gerald R. Lewin, CPA
For the Firm

Encl.
Cc: Robert Spallina Esq. ✓

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 ■ F: 561.241.0071
www.cbizgl.com

December 18, 2012

Department of the Treasury
INTERNAL REVENUE SERVICE
Ogden, UT 84201-0039

RE: Shirley Bernstein Estate
Tax ID # 30-6283128
Tax Form: 1041, Tax Period 12/31/11

Dear Sir or Madam:

As the accountants for the above referenced taxpayer, we are in receipt of your notices (copies attached) dated November 5 2012 and December 10, 2012 assessing late filing penalties and interest for Form 1041 for 2011.

Attached is a copy of the Death Certificate for Simon Bernstein who was the Personal Representative for this estate.. Based on the unexpected and untimely death of Mr. Bernstein, the return was delayed by the ensuing legal matters that occurred. Based on these facts, we are requesting an abatement of the penalties and interest currently being assessed.

Thank you for your prompt attention to this request. Should you require any additional information, please do not hesitate to contact our office.

Sincerely,

CBIZ Goldstein Lewin

Gerald R. Lewin, CPA
For the Firm

Encl.
Cc: Robert Spallina Esq.✓

IN 06 201112 670 25
201246 048167 33487 IRS USE ONLY 29265-294-35000-2 A0004076 162
262124343 SB U

Department of the Treasury
Internal Revenue Service
Ogden UT 84201-0039

For assistance, call:
1-800-829-0115

Notice Number: CP162
Date: November 26, 2012

Taxpayer Identification Number:
26-2124343
Tax Form: 1065
Tax Period: December 31, 2011

001176.130186.0006.001 2 AT 0.374 1026

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

001176

We Charged a Penalty on Your Partnership Tax Return

Why You are Getting This Notice

We charged a penalty under Internal Revenue Code Section 6698 (a) (1) because, according to our records, you filed your partnership return late.

How We Calculated the Amount You Owe

The penalty is $195 for each person who was a partner at any time during the tax year, for each month or part of a month the return was late, for up to 12 months.

Number of Partners		3
Late Filing Penalty		$1,170.00
Total Penalty		$1,170.00
Less Penalty Paid		$.00
Total Amount You Owe		**$1,170.00**
Subtract Payments We Have Not Included	$_____	
Pay the Adjusted Amount Due	$_____	

What You Need to Do

Pay the amount you owe now by using one of the following methods. To avoid additional penalty and/or interest, we must receive your payment by December 17, 2012. The Electronic Federal Tax Payment System (EFTPS) is the preferred method to ensure your tax payments are on time and secure.

- **EFTPS**
  - If you are currently enrolled, go to www.eftps.gov or call 1-800-555-4477.
  - To learn more about EFTPS and other electronic payment options, including credit card payments, visit www.irs.gov keyword: e-pay.

- **Check or Money Order**
  - Make your check or money order payable to the **United States Treasury;**
  - Write your taxpayer identification number, tax form number, tax period, and your phone number on your payment, and
  - Mail your payment with the payment voucher located at the bottom of this notice in the enclosed envelope.

If you choose to pay by check or money order, please allow enough mailing time so that we receive your payment by December 17, 2012.

If you believe this notice is incorrect, please call us at 1-800-829-0115. When you call, please have your payment information and a copy of your return available. This information will help us find any payment you made that we haven't applied.

Steps You Should Take

1. If our statement does not agree with your records, the law lets us remove or reduce the penalties we explain in this notice if you have an acceptable reason.

2. If you believe you have an acceptable reason for filing your return late, you need to provide a signed detailed letter of explanation outlining the circumstances that resulted in not filing your return timely.

3. Send your signed letter of explanation along with the voucher on the last page of this notice in the enclosed envelope. We will review it and let you know if we accept your explanation as reasonable cause to remove or reduce the penalty.

Who to Contact if You Have Any Questions

If you have any questions, please call us at the number at the top of this notice.

For tax forms, instructions and information visit **www.irs.gov**. (Access to this site will not provide you with your specific taxpayer account information.)

Seq. No.: A0004076 CP: 162
TIN: 26-2124343 Form: 1065 Tax Period: December 31, 2011

001176

CUT HERE

Return this voucher with your payment or correspondence.

Your Telephone Number: ( )____-_____

Best Time to Call: ____AM____PM

Amount you owe: $1,170.00

- You will avoid additional penalties and/or interest if we receive your full payment by **December 17, 2012**

☐ **Amount enclosed: $_____**

- Make payable to United States Treasury
- Write Taxpayer Identification Number, tax period and tax form number on payment

☐ **Correspondence enclosed**

SB 201246 29265-294-35000-2

162 Internal Revenue Service
Ogden UT 84201-0039

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

262124343 IN BERN 06 2 201112 670 00000117000

IN 06 201112 670 6523 29265-294-29700-2 A0003027 162
201246 075883 33487 IRS USE ONLY 320234597 SB N

Department of the Treasury
Internal Revenue Service
Ogden UT 84201-0039

For assistance, call:
1-800-829-0115

Notice Number: CP162
Date: November 26, 2012

Taxpayer Identification Number:
32-0234597
Tax Form: 1065
Tax Period: December 31, 2011

001177.130186.0006.001 2 AT 0.374 1026

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

001177

We Charged a Penalty on Your Partnership Tax Return

Why You are Getting This Notice

We charged a penalty under Internal Revenue Code Section 6698 (a) (1) because, according to our records, you filed your partnership return late.

How We Calculated the Amount You Owe

The penalty is $195 for each person who was a partner at any time during the tax year, for each month or part of a month the return was late, for up to 12 months.

Number of Partners		5
Late Filing Penalty		$1,950.00
Total Penalty		$1,950.00
Less Penalty Paid		$.00
Total Amount You Owe		**$1,950.00**
Subtract Payments We Have Not Included	$_____	
Pay the Adjusted Amount Due	$_____	

What You Need to Do

Pay the amount you owe now by using one of the following methods. To avoid additional penalty and/or interest, we must receive your payment by December 17, 2012. The Electronic Federal Tax Payment System (EFTPS) is the preferred method to ensure your tax payments are on time and secure.

- **EFTPS**
  - If you are currently enrolled, go to www.eftps.gov or call 1-800-555-4477.
  - To learn more about EFTPS and other electronic payment options, including credit card payments, visit www.irs.gov keyword: e-pay.

- **Check or Money Order**
  - Make your check or money order payable to the **United States Treasury;**
  - Write your taxpayer identification number, tax form number, tax period, and your phone number on your payment, and
  - Mail your payment with the payment voucher located at the bottom of this notice in the enclosed envelope.

If you choose to pay by check or money order, please allow enough mailing time so that we receive your payment by December 17, 2012.

If you believe this notice is incorrect, please call us at 1-800-829-0115. When you call, please have your payment information and a copy of your return available. This information will help us find any payment you made that we haven't applied.

Steps You Should Take

1. If our statement does not agree with your records, the law lets us remove or reduce the penalties we explain in this notice if you have an acceptable reason.

2. If you believe you have an acceptable reason for filing your return late, you need to provide a signed detailed letter of explanation outlining the circumstances that resulted in not filing your return timely.

3. Send your signed letter of explanation along with the voucher on the last page of this notice in the enclosed envelope. We will review it and let you know if we accept your explanation as reasonable cause to remove or reduce the penalty.

Who to Contact if You Have Any Questions

If you have any questions, please call us at the number at the top of this notice.

For tax forms, instructions and information visit **www.irs.gov**. (Access to this site will not provide you with your specific taxpayer account information.)

Seq. No.: A0003027 CP: 162
TIN: 32-0234597 Form: 1065 Tax Period: December 31, 2011

001177

CUT HERE

Return this voucher with your payment or correspondence.

Your Telephone Number: ( )_____-_____

Best Time to Call: _____AM_____PM

Amount you owe: $1,950.00

- You will avoid additional penalties and/or interest if we receive your full payment by **December 17, 2012**

☐ **Amount enclosed: $_____**

- Make payable to United States Treasury
- Write Taxpayer Identification Number, tax period and tax form number on payment

☐ **Correspondence enclosed**

SB 201246 29265-294-29700-2

162 Internal Revenue Service
Ogden UT 84201-0039

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

320234597 IN BERN 06 2 201112 670 00000195000

If we don't hear from you—**continued**

034024

- If you still have an outstanding balance after we make these seizures, we may send you a notice giving you a right to a hearing before the IRS Office of Appeals, if you have not already received such a notice. We may then seize ("levy") or take possession of your other property or your rights to property. Property includes:
  - Wages, real estate commissions, and other income
  - Bank accounts
  - Business assets
  - Personal assets (including your car and home)
  - Social Security benefits
- If you don't pay the amount due or call us to make payment arrangements, we can file a Notice of Federal Tax Lien on your property at any time, if we haven't already done so.
- If the lien is in place, you may find it difficult to sell or borrow against your property. The tax lien would also appear on your credit report—which may harm your credit rating—and your creditors would also be publicly notified that the IRS has priority to seize your property.
- If you don't pay your tax debt, we have the right to seize ("levy") your property.

Continued on back...

Interest charges

We are required by law to charge interest on unpaid tax from the date the tax return was due to the date the tax is paid in full. The interest is charged as long as there is an unpaid amount due, including penalties, if applicable. (Internal Revenue Code section 6601)

Description	Amount
Total interest	**$8.89**

The table below shows the rates used to calculate the interest on your unpaid amount due. For a detailed calculation of your interest, call 1-800-829-0115.

Period	Interest rate
Comenzando el 1 de octubre de 2011	3%

Additional information

- Visit www.irs.gov/cp504b
- For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).
- Review the enclosed IRS Collection Process (Publication 594).
- Generally, we deal directly with taxpayers or their authorized representatives. Sometimes, however, it's necessary for us to speak with other people, such as employees, employers, banks, or neighbors to gather the information we need about a taxpayer's account. You have the right to request a list of individuals we've contacted in connection with your account at any time.
- Keep this notice for your records.

If you need assistance, please don't hesitate to contact us.

WV 05 201112 670 6523 93236-284-07117-2 A0094645 161
201243 096770 33496 IRS USE ONLY 306283128 SB V

Department of the Treasury
Internal Revenue Service
Ogden UT 84201-0039

For assistance, call:
1-800-829-0115

Notice Number: CP161
Date: November 5, 2012

Taxpayer Identification Number:
30-6283128
Tax Form: 1041
Tax Period: December 31, 2011

006253.123698.0029.001 1 AT 0.374 864

SHIRLEY BERNSTEIN ESTATE
SIMON L BERNSTEIN PER REP
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

006253

Request for Payment U.S. Fiduciary Income Tax Return

Our records show you owe $16,316.82 on your return for the above tax period.

What You Need to Do

Pay the amount you owe now by using one of the following methods. To avoid additional penalty and/or interest, we must receive your payment by November 26, 2012. The Electronic Federal Tax Payment System (EFTPS) is the preferred method to ensure your tax payments are on time and secure.

- **EFTPS**
  - If you are currently enrolled, go to www.eftps.gov or call 1-800-555-4477.
  - To learn more about EFTPS and other electronic payment options, including credit card payments, visit www.irs.gov keyword: e-pay.
- **Check or Money Order**
  - Make your check or money order payable to the **United States Treasury;**
  - Write your taxpayer identification number, tax form number, tax period, and your phone number on your payment; and
  - Mail your payment with the payment voucher located at the bottom of this notice in the enclosed envelope.

If you choose to pay by check or money order, please allow enough mailing time so that we receive your payment by November 26, 2012.

If you believe this notice is incorrect, please call us at 1-800-829-0115. When you call, please have your payment information and a copy of your return available. This information will help us find any payment you made that we haven't applied.

Tax Statement

Tax on Return	$12,741.00
Total Credits	$.00
Amount Previously Refunded to You	$.00

Underpayment	$12,741.00
Penalty	$3,312.65
Interest	$263.17
Total Amount You Owe	**$16,316.82**

For tax forms, instructions and information visit **www.irs.gov**. (Access to this site will not provide you with your specific taxpayer account information.)

Penalty and Interest

About Your Notice - The penalty and/or interest charges on your account are explained on the following pages. If you want a more detailed explanation of your penalties and interest, please call the telephone number listed on the top of this notice. You may call your local IRS telephone number if the number shown on your notice is a long-distance call for you. All days mentioned in the paragraphs below are calendar days, unless specifically stated otherwise.

Penalties: $3,312.65

01 Penalty for Filing Return Late $2,866.72

We charged a penalty because you filed your return late. We use the number of months the return is late to determine the penalty. If you filed more than 60 days late, the minimum penalty may apply. The minimum penalty is the lesser of $100 or 100% of the tax due, for returns due before 12/31/2008. For returns due after 12/31/2008, the minimum penalty is the lesser of $135 or 100% of the tax due. If you disagree with this penalty, see "Removal of Penalties" in this notice. To avoid this penalty in the future, you should file your returns by the return due date.

(Internal Revenue Code section 6651)

The table below shows how we figured your penalty. We multiplied the number of months times the monthly rate times the principal.

Date	No. Months	Rate/Month	Principal	Penalty
09/15/2012	05	4.50%	12,741.00	2,866.72
			Total Penalty:	2,866.72

07 Paying Late $445.93

We charged a penalty because you paid your taxes late. We count part of a month as a full month. If you disagree with this penalty, see "Removal of Penalties" in this notice. To avoid this penalty in the future, you should pay your taxes by the due date. Even if you have an extension to file your tax return, you do not have additional time to pay your tax.

(Internal Revenue Code section 6651 (a) (2))

IRS Department of the Treasury
Internal Revenue Service
Memphis, TN 37501-0250

Letter Number: 2797
Date of this Letter: 10/22/2012

Taxpayer Identification Number:
26-2124343

For assistance you may call us at:
1-800-829-0115

Office Hours:
8:00 AM - 4:30 PM

Person to Contact:
Customer Service Rep

BOD CODE: SB
CP: ACS

011248.257944.0036.001 1 AT 0.374 542

BERNSTEIN FAMILY INVESTMENTS LLLP
950 PNINSLA CRP CIR STE 3010
BOCA RATON FL 33487-1387

011248

Dear BERNSTEIN FAMILY INVESTMENTS LLLP

We need your assistance in updating our records. Please fill in the address information requested below. **In order to make changes to your address your signature is required.** Return your response within 10 days from the date of this letter. An envelope is enclosed for your convenience. Thank you for your cooperation.

Is the above address correct? YES ☐ NO ☐

_____
Your Signature - **(Required to update our records)**

If you checked NO, please complete the following:

_____
C/O or Guardianship

_____
Your street address or P.O. Box Number

_____
City State Zip code

( ) _____
Daytime telephone number

( ) _____
Cell Phone Number

If you have any questions, you may contact a Customer Service Representative by calling the toll-free telephone number shown above. For faster service, try calling us any day except Monday when our call volumes are highest.

Sincerely yours,
Compliance Services Field Director

Ensure that the Internal Revenue Service return address shows in the window.

262124343223001

Internal Revenue Service
Memphis, TN 37501-0250

BERNSTEIN FAMILY INVESTMENTS LLLP
950 PNINSLA CRP CIR STE 3010
BOCA RATON FL 33487-1387

Letter 2797 (CG) (Rev. 05-2005)

TS001716

Department of the Treasury
Internal Revenue Service
Philadelphia, PA 19154-0030

7161 7618 3635 3480 3952

Notice	CP5048
Tax Period	December 31, 2011
Notice date	December 10, 2012
Employer ID number	30-6283128
To contact us	Phone 1-800-829-0115
Your Caller ID	576528
Page 1 of 4	

034024.272236.0182.005 2 AT 0.374 1150

306283128221

SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN EX
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931205

034024

Notice of intent to levy

Intent to seize your property or rights to property

Amount due immediately: $3,104.71

As we notified you before, our records show you have unpaid taxes for the tax period ending December 31, 2011 (Form 1041). If you don't call us immediately or pay the amount due by December 20, 2012, we will seize ("levy") your property or rights to property and apply it to the $3,104.71 you owe.

Billing Summary

Amount you owed	$3,095.82
Interest charges	8.89
Amount due immediately	**$3,104.71**

Continued on back...

IRS

SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN EX
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931205

Notice	CP504B
Notice date	December 10, 2012
Employer ID number	30-6283128

Payment

- Make your check or money order payable to the United States Treasury.
- Write your Employer ID number (30-6283128), the tax period (December 31, 2011), and the form number (1041) on your payment and any correspondence.

INTERNAL REVENUE SERVICE
KANSAS CITY, MO 64999-0202

Amount due immediately **$3,104.71**

306283128 WV BERN 05 2 201112 670 00000310471

What you need to do immediately

Pay immediately

- Send us the amount due of $3,104.71, or we will seize ("levy") your property or rights to property on or after December 20, 2012.
- If you can't pay the amount due, pay as much as you can now and make payment arrangements that allow you to pay off the rest over time. Visit www.irs.gov and search for keyword: "tax payment options" for more information about:
  - Installment and payment agreements—download required forms or save time and money by applying online if you qualify
  - Automatic deductions from your bank account
  - Payroll deductions
  - Credit card payments

  Or, call us at 1-800-829-0115 to discuss your options.

If you think there's been a mistake

If you've already paid your balance in full or think we haven't credited a payment to your account, please call 1-800-829-0115, and have your payment information available to review with us. You can also contact us by mail. Fill out the Contact information section, detach, and send it to us with any correspondence or documentation including proof of payment.

If we don't hear from you

- If you don't pay the amount due, we may seize ("levy") any state tax refund to which you're entitled on or after December 20, 2012. We may also seize ("levy") to collect employment taxes if in the past you've requested a hearing with Appeals disputing the levy of certain employment taxes. This is your notice of intent to levy as required by Internal Revenue Code section 6331(d).

IRS

SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN EX
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931205

Notice	CP504B
Notice date	December 10, 2012
Employer ID number	30-6283128

Contact information

If your address has changed, please call 1-800-829-0115 or visit www.irs.gov.

☐ Please check here if you've included any correspondence. Write your Employer ID number (30-6283128), the tax year (2011), and the form number (1041) on any correspondence.

Primary phone	Best time to call	Secondary phone	Best time to call
	☐ a.m. ☐ p.m.		☐ a.m. ☐ p.m.

INTERNAL REVENUE SERVICE
PHILADELPHIA, PA 19255-0525

The table below shows how we figured your penalty. We multiplied the number of months times the monthly rate (1/2 percent) times the principal (not to exceed 25%).

Date	No. Months	Rate/Month	Principal	Penalty
11/15/2012	07	0.50%	12,741.00	445.93
			Total Penalty:	445.93

Removal of Penalties

The law lets us remove or reduce penalties if you have reasonable cause or receive erroneous written advice from IRS.

006253

Reasonable Cause
If you believe you have an acceptable reason why IRS should remove or reduce your penalties, send us a signed explanation. After we review your explanation, we will notify you of our decision. In some cases, we may ask you to pay the tax in full before we reduce or remove the penalty for paying late.

Erroneous Advice from IRS
We will remove your penalty if all the following apply:

1. You asked IRS for advice on a specific issue,
2. You gave IRS complete and accurate information,
3. You received advice from IRS,
4. You relied on the advice IRS gave you, and
5. You were penalized based on the advice IRS gave you.

To request removal of the penalty because of erroneous advice from IRS, you should do the following: (1) complete Form 843, *Claim for Refund and Request for Abatement;* and (2) send it to the IRS Service Center where you filed your return.

Interest: $263.17

09 Interest

We charged interest because you did not pay your tax on time. Generally, we calculate interest from the due date of your return (regardless of extensions) until you pay your tax in full. The interest rate is variable and may change quarterly. We charge interest on all penalties except estimated tax penalties.

(Internal Revenue Code section 6601)

The table below shows how we figured your interest. We multiplied the factor times the principal.

From Date	To Date	Days	Rate	Factor	Principal	Interest
04/15/2012	06/30/2012	76	3.0%	0.006248695	15607.72	97.53
06/30/2012	11/05/2012	128	3.0%	0.010546601	15705.25	165.64
				Total Interest:		263.17

Corporate Interest - We charge additional interest of 2% if, according to our records, you didn't make your corporate tax payment within 30 days after the IRS notified you of the underpayment of tax. This interest begins on the 31st day after we notify you of the underpayment on tax amounts you owe over $100,000, minus your timely payments and credits.

19 Interest - Additional Interest Charges

If the amount you owe is $100,000 or more, please make sure that we receive your payment within 10 work days from the date of your notice. If the amount you owe is less than $100,000, please make sure that we receive your payment within 21 calendar days from the date of your notice. If we don't receive full payment within these time frames, the law requires us to charge interest until you pay the full amount you owe.

Seq. No.: A0094645 CP: 161
TIN: 30-6283128 Form: 1041 Tax Period: December 31, 2011

006253

CUT HERE

Return this voucher with your payment or correspondence.

Your Telephone Number: ( )_____-_____

Best Time to Call: _____AM_____PM

Amount you owe: $16,316.82

- You will avoid additional penalties and/or interest if we receive your full payment by **November 26, 2012**

☐ **Amount enclosed: $**_____

- Make payable to United States Treasury
- Write Taxpayer Identification Number, tax period and tax form number on payment

☐ **Correspondence enclosed**

SB 201243 01070919 93236-284-07117-2

161 Internal Revenue Service
Ogden UT 84201-0039

SHIRLEY BERNSTEIN ESTATE
SIMON L BERNSTEIN PER REP
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

306283128 WV BERN 05 2 201112 670 00001631682

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT, EVEN IF YOU ALSO HAVE AN INQUIRY.

00654

The IRS address must appear in the window.

0433945799

BODCD-SB

Use for payments

Letter Number: LTR1382C
Letter Date : 2013-02-13
Tax Period : 201112

320234597

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0038

320234597 IN BERN 06 2 201112 670 00000000000

TS001722

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0433945799
Feb. 13, 2013 LTR 1382C 1
32-0234597 201112 06
00021552
BODC: SB

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

Taxpayer Identification Number: 32-0234597
Tax Period(s): Dec. 31, 2011

Form: 1065

Dear Taxpayer:

This is in response to the inquiry of Dec. 18, 2012, from your accountant. We have no record that you authorized them to act for you in this matter. Please notify them that we have replied directly to you. If you wish to authorize a third party to represent you, please complete Form 2848, Power of Attorney and Declaration of Representative. If you wish an appointee to inspect and/or receive confidential tax information, please complete Form 8821, Tax Information Authorization. For more information about these forms, visit our website at www.irs.gov or call the telephone number listed at the end of this letter.

To qualify for Rev. Proc. 84-35 we need a signed statement that all of the following conditions have been met: 1) the partnership must consist of 10 or fewer partners, 2) each partner is either an individual (excluding nonresident aliens), or the estate of a deceased partner,

3) each partner's items of income, deductions, and credits are allocated in the same proportion as all other items of income, deductions, and credits, 4) The partnership has not elected to be subject to the consolidated audit procedures under IRC 6221 through IRC 6233, and 5) each partner reported their share of partnership income on their timely filed income tax return.

The original correspondence is enclosed. Please attach it to your response.

The current balance due for your Form 1065 account for the tax period Dec. 31, 2011, is $1,966.24, which includes penalty and interest figured to Mar. 07, 2013. We will continue to charge penalties and interest until the balance due is paid in full. We've provided a general explanation of the possible penalties and/or interest included in the current balance due on your account. If you would like a specific explanation of how the amounts were computed on your account, please contact us at the toll-free number shown

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

in this letter and we will send you a detailed computation.

** Filing and/or Paying Late -- IRC Section 6651 **

We charge a 5% penalty for filing late and 1/2% penalty for paying late, when a return is filed late and the tax is not paid by the date it was due. When both penalties apply for the same month, the penalty for filing late is reduced by the amount of the penalty for paying late for that month.

The penalties are charged for each month or part of a month the return or payment is late; however, neither penalty can be more than 25% in total.

Income tax returns are subject to a minimum penalty if filed late and received more than 60 days after the due date. The minimum penalty is $135 ($100 for returns due before 1/1/2009) or 100% of the tax paid late, whichever is less.

The penalty for paying late applies when tax is paid late, even if the return was filed on time. The due date for payment of tax shown on a return generally is the return due date without regard to extensions. Increases in tax must be paid within 21 days of notice and demand for payment (10 business days if the amount in the notice is $100,000 or more).

If we issue a Notice of Intent to Levy and the balance due isn't paid within 10 days from the date of the notice, the penalty for paying late increases to 1% per month.

For individuals who filed on time, the penalty decreases to 1/4% per month while an approved installment agreement with the IRS is in affect for payment of that tax.

** Interest -- IRC Section 6601 **

We charge interest when tax is not paid on time. We figure interest from the due date of the return (regardless of extensions) to the date we receive full payment or the date of the notice.

If you need forms, schedules or publications to respond to this letter, you can obtain them by visiting the IRS website at www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

Please provide the information requested within 30 days from the date

0433945799
Feb. 13, 2013 LTR 1382C 1
32-0234597 201112 06
00021554

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

of this letter. If we do not hear from you, your account may reflect incomplete or incorrect information. We have enclosed an envelope for your convenience.

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

Sincerely yours,

Sharon Davies

Sharon Davies
Accounts Management I

Enclosures:
Copy of this letter
Envelope
Original correspondence

Department of the Treasury
Internal Revenue Service

Notice 1338 (ENG/SP)
(Rev. June 2005)

We're Listening to You!

You've told us that you don't need us to mail forms and publications to you because they are available from other sources and because it wastes tax dollars.

Based on this feedback the Internal Revenue Service is not enclosing the forms and publications referenced in this letter. If you need forms, schedules or publications to respond to this letter, you may get them by:

- Visiting the IRS Website at www.irs.gov
- Calling 1-800-TAX-FORM (829-3676)

Para instrucciones en español diríjase al otro lado de esta hoja.

Catalog Number 39552H

TS001726

Department of the Treasury
Internal Revenue Service

Notice 1338 (ENG/SP)
(Rev. June 2005)

¡Le escuchamos!

- Usted nos ha dicho que no necesita le enviemos formas y publicaciones ya que dichas formas y publicaciones están disponibles mediante otras fuentes y se desperdicia dólares del impuesto.

En base a su información, el Servicio de Impuestos Internos no está incluyendo las formas y publicaciones a las que hacemos referencia en esta carta. Si usted necesita formas, anexos o publicaciones para contestar esta carta, usted puede obtenerlas:

- Visitando el sitio Web del IRS en www.irs.gov
- Llamando al 1-800-TAX-FORM (829-3676)

Please see reverse side for instructions in English.

Catalog Number 39552H

TS001727

CISJWCDGNZ

CBIZ

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 ▪ F: 561.241.0071
www.cbizgl.com

December 18, 2012

Department of the Treasury
INTERNAL REVENUE SERVICE
Ogden, UT 84201-0039

RE: Bernstein Holdings LLC
Tax ID # 32-0234597
Tax Form: 1065, Tax Period 12/31/11

Dear Sir or Madam:

As the accountants for the above referenced taxpayer, we are in receipt of your notice (copy attached) dated November 26, 2012 assessing late filing penalties for Form 1065 for 2011.

Attached is a copy of the Death Certificate for Simon Bernstein who was the General Partner and Member for this entity. Based on the unexpected and untimely death of Mr. Bernstein, the return was delayed by the ensuing legal matters that occurred. Based on these facts, we are requesting an abatement of the penalties being assessed under Rev Proc 84-35 for reasonable cause.

Thank you for your prompt attention to this request. Should you require any additional information, please do not hesitate to contact our office.

Sincerely,

CBIZ Goldstein Lewin

Gerald R. Lewin, CPA
For the Firm

Encl.
Cc: Robert Spallina Esq.

84C 018

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

Copy

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765 **DATE ISSUED:** September 18, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: SIMON LEON BERNSTEIN

DATE OF DEATH: September 13, 2012 SEX: MALE AGE: 076 YEARS

DATE OF BIRTH: December 2, 1935 SSN: 371-32-5211

BIRTHPLACE: FLINT, MICHIGAN

PLACE WHERE DEATH OCCURRED: INPATIENT

FACILITY NAME OR STREET ADDRESS: DELRAY MEDICAL CENTER

LOCATION OF DEATH: DELRAY BEACH, PALM BEACH COUNTY

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: WIDOWED

SPOUSE: NONE

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

COUNTY: PALM BEACH

OCCUPATION, INDUSTRY: SALES, LIFE INSURANCE

RACE: X White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian

___American Indian or Alaskan Native--Tribe: ___Japanese ___Korean ___Vietnamese

___Guamian or Chamorro ___Samoan ___Other Pacific Isl:

___Other Asian: ___Other: ___Unknown

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

EDUCATION: HIGH SCHOOL GRADUATE OR GED EVER IN U.S. ARMED FORCES? NO

PARENTS AND INFORMANT INFORMATION

FATHER: THEODORE BERNSTEIN

MOTHER: NORA UNKNOWN

INFORMANT: TED STUART BERNSTEIN

RELATIONSHIP TO DECEDENT: SON

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

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: THE GARDENS MEMORIAL PARK
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: ENTOMBMENT

FUNERAL DIRECTOR/LICENSE NUMBER: GARRETT JACOBS, F019844

FUNERAL FACILITY: BOCA RATON FUNERAL HOME F040152
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: MEDICAL EXAMINER MEDICAL EXAMINER CASE NUMBER: 121600913

TIME OF DEATH (24 hr): 0227

CERTIFIER'S NAME: MICHAEL D BELL

CERTIFIER'S LICENSE NUMBER: ME54359

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

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

State Registrar

REQ: 2013124648

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

2836061

DH FORM 1946 (04-10)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

04C 010

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

TS001729

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0433945799
Feb. 13, 2013 LTR 1382C 1
32-0234597 201112 06
00021552
BODC: SB

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

Taxpayer Identification Number: 32-0234597
Tax Period(s): Dec. 31, 2011

Form: 1065

Dear Taxpayer:

This is in response to the inquiry of Dec. 18, 2012, from your accountant. We have no record that you authorized them to act for you in this matter. Please notify them that we have replied directly to you. If you wish to authorize a third party to represent you, please complete Form 2848, Power of Attorney and Declaration of Representative. If you wish an appointee to inspect and/or receive confidential tax information, please complete Form 8821, Tax Information Authorization. For more information about these forms, visit our website at www.irs.gov or call the telephone number listed at the end of this letter.

To qualify for Rev. Proc. 84-35 we need a signed statement that all of the following conditions have been met: 1) the partnership must consist of 10 or fewer partners, 2) each partner is either an individual (excluding nonresident aliens), or the estate of a deceased partner,

3) each partner's items of income, deductions, and credits are allocated in the same proportion as all other items of income, deductions, and credits, 4) The partnership has not elected to be subject to the consolidated audit procedures under IRC 6221 through IRC 6233, and 5) each partner reported their share of partnership income on their timely filed income tax return.

The original correspondence is enclosed. Please attach it to your response.

The current balance due for your Form 1065 account for the tax period Dec. 31, 2011, is $1,966.24, which includes penalty and interest figured to Mar. 07, 2013. We will continue to charge penalties and interest until the balance due is paid in full. We've provided a general explanation of the possible penalties and/or interest included in the current balance due on your account. If you would like a specific explanation of how the amounts were computed on your account, please contact us at the toll-free number shown

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

in this letter and we will send you a detailed computation.

** Filing and/or Paying Late -- IRC Section 6651 **

We charge a 5% penalty for filing late and 1/2% penalty for paying late, when a return is filed late and the tax is not paid by the date it was due. When both penalties apply for the same month, the penalty for filing late is reduced by the amount of the penalty for paying late for that month.

The penalties are charged for each month or part of a month the return or payment is late; however, neither penalty can be more than 25% in total.

Income tax returns are subject to a minimum penalty if filed late and received more than 60 days after the due date. The minimum penalty is $135 ($100 for returns due before 1/1/2009) or 100% of the tax paid late, whichever is less.

The penalty for paying late applies when tax is paid late, even if the return was filed on time. The due date for payment of tax shown on a return generally is the return due date without regard to extensions. Increases in tax must be paid within 21 days of notice and demand for payment (10 business days if the amount in the notice is $100,000 or more).

If we issue a Notice of Intent to Levy and the balance due isn't paid within 10 days from the date of the notice, the penalty for paying late increases to 1% per month.

For individuals who filed on time, the penalty decreases to 1/4% per month while an approved installment agreement with the IRS is in affect for payment of that tax.

** Interest -- IRC Section 6601 **

We charge interest when tax is not paid on time. We figure interest from the due date of the return (regardless of extensions) to the date we receive full payment or the date of the notice.

If you need forms, schedules or publications to respond to this letter, you can obtain them by visiting the IRS website at www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

Please provide the information requested within 30 days from the date

0433945799
Feb. 13, 2013 LTR 1382C 1
32-0234597 201112 06
00021554

BERNSTEIN HOLDINGS LLC
SIMON BERNSTEIN MBR
950 PENINSULA CORPORATE CIR STE3010
BOCA RATON FL 33487-1387

of this letter. If we do not hear from you, your account may reflect incomplete or incorrect information. We have enclosed an envelope for your convenience.

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

Sincerely yours,

Sharon Davies
Accounts Management I

Enclosures:
Copy of this letter
Envelope
Original correspondence

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT, EVEN IF YOU ALSO HAVE AN INQUIRY.

00654

The IRS address must appear in the window.

0433945799

BODCD-SB

Use for payments

Letter Number: LTR1382C
Letter Date : 2013-02-13
Tax Period : 201112

262124343

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0038

262124343 IN BERN 06 2 201112 670 00000000000

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0433945799
Feb. 13, 2013 LTR 1382C 1
26-2124343 201112 06
00021546
BODC: SB

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

Taxpayer Identification Number: 26-2124343
Tax Period(s): Dec. 31, 2011

Form: 1065

Dear Taxpayer:

This is in response to the inquiry of Dec. 18, 2012, from your accountant. We have no record that you authorized them to act for you in this matter. Please notify them that we have replied directly to you. If you wish to authorize a third party to represent you, please complete Form 2848, Power of Attorney and Declaration of Representative. If you wish an appointee to inspect and/or receive confidential tax information, please complete Form 8821, Tax Information Authorization. For more information about these forms, visit our website at www.irs.gov or call the telephone number listed at the end of this letter.

To qualify for Rev. Proc. 84-35 we need a signed statement that all of the following conditions have been met: 1) the partnership must consist of 10 or fewer partners, 2) each partner is either an individual (excluding nonresident aliens), or the estate of a deceased partner,

3) each partner's items of income, deductions, and credits are allocated in the same proportion as all other items of income, deductions, and credits, 4) The partnership has not elected to be subject to the consolidated audit procedures under IRC 6221 through IRC 6233, and 5) each partner reported their share of partnership income on their timely filed income tax return.

The original correspondence is enclosed. Please attach it to your response.

The current balance due for your Form 1065 account for the tax period Dec. 31, 2011, is $1,179.74, which includes penalty and interest figured to Mar. 07, 2013. We will continue to charge penalties and interest until the balance due is paid in full. We've provided a general explanation of the possible penalties and/or interest included in the current balance due on your account. If you would like a specific explanation of how the amounts were computed on your account, please contact us at the toll-free number shown

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% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

in this letter and we will send you a detailed computation.

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If we issue a Notice of Intent to Levy and the balance due isn't paid within 10 days from the date of the notice, the penalty for paying late increases to 1% per month.

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** Interest -- IRC Section 6601 **

We charge interest when tax is not paid on time. We figure interest from the due date of the return (regardless of extensions) to the date we receive full payment or the date of the notice.

If you need forms, schedules or publications to respond to this letter, you can obtain them by visiting the IRS website at www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

Please provide the information requested within 30 days from the date

0433945799
Feb. 13, 2013 LTR 1382C 1
26-2124343 201112 06
00021548

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

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Telephone Number ( )_____ Hours_____

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

Sincerely yours,

Sharon Davies
Accounts Management I

Enclosures:
Copy of this letter
Envelope
Original correspondence

Department of the Treasury
Internal Revenue Service

Notice 1338 (ENG/SP)
(Rev. June 2005)

We're Listening to You!

You've told us that you don't need us to mail forms and publications to you because they are available from other sources and because it wastes tax dollars.

Based on this feedback the Internal Revenue Service is not enclosing the forms and publications referenced in this letter. If you need forms, schedules or publications to respond to this letter, you may get them by:

- Visiting the IRS Website at www.irs.gov
- Calling 1-800-TAX-FORM (829-3676)

Para instrucciones en español diríjase al otro lado de esta hoja.

Catalog Number 39552H

TS001737

Department of the Treasury
Internal Revenue Service

Notice 1338 (ENG/SP)
(Rev. June 2005)

¡Le escuchamos!

Usted nos ha dicho que no necesita le enviemos formas y publicaciones ya que dichas formas y publicaciones están disponibles mediante otras fuentes y se desperdicia dólares del impuesto.

En base a su información, el Servicio de Impuestos Internos no está incluyendo las formas y publicaciones a las que hacemos referencia en esta carta. Si usted necesita formas, anexos o publicaciones para contestar esta carta, usted puede obtenerlas:

- Visitando el sitio Web del IRS en www.irs.gov
- Llamando al 1-800-TAX-FORM (829-3676)

Please see reverse side for instructions in English.

Catalog Number 39552H

TS001738

CISSVX4HV2

CBIZ

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 • F: 561.241.0071
www.cbizgl.com

December 18, 2012

Department of the Treasury
INTERNAL REVENUE SERVICE
Ogden, UT 84201-0039

RE: Bernstein Family Investments LLLP
Tax ID # 26-2124343
Tax Form: 1065, Tax Period 12/31/11

Dear Sir or Madam:

As the accountants for the above referenced taxpayer, we are in receipt of your notice (copy attached) dated November 26, 2012 assessing late filing penalties for Form 1065 for 2011.

Attached is a copy of the Death Certificate for Simon Bernstein who was the General Partner for this entity. Based on the unexpected and untimely death of Mr. Bernstein, the return was delayed by the ensuing legal matters that occurred. Based on these facts, we are requesting an abatement of the penalties being assessed under Rev Proc 84-35 for reasonable cause.

Thank you for your prompt attention to this request. Should you require any additional information, please do not hesitate to contact our office.

Sincerely,

CBIZ Goldstein Lewin

Gerald R. Lewin, CPA
For the Firm

Encl.
Cc: Robert Spallina Esq.

04C.021

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

OFFICE of VITAL STATISTICS

Copy

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2012256765 **DATE ISSUED:** September 18, 2012

STATE FILE DATE: September 17, 2012

DECEDENT INFORMATION

NAME: SIMON LEON BERNSTEIN

DATE OF DEATH: September 13, 2012 SEX: MALE AGE: 076 YEARS

DATE OF BIRTH: December 2, 1935 SSN: 371-32-5211

BIRTHPLACE: FLINT, MICHIGAN

PLACE WHERE DEATH OCCURRED: INPATIENT

FACILITY NAME OR STREET ADDRESS: DELRAY MEDICAL CENTER

LOCATION OF DEATH: DELRAY BEACH, PALM BEACH COUNTY

SURVIVING SPOUSE, DECEDENT'S RESIDENCE AND HISTORY INFORMATION

MARITAL STATUS: WIDOWED

SPOUSE: NONE

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

COUNTY: PALM BEACH

OCCUPATION, INDUSTRY: SALES, LIFE INSURANCE

RACE: X White ___Black or African American ___Asian Indian ___Chinese ___Filipino ___Native Hawaiian

___American Indian or Alaskan Native–Tribe: ___Japanese ___Korean ___Vietnamese

___Guamian or Chamorro ___Samoan ___Other Pacific Isl:

___Other Asian: ___Other: ___Unknown

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

EDUCATION: HIGH SCHOOL GRADUATE OR GED EVER IN U.S. ARMED FORCES? NO

PARENTS AND INFORMANT INFORMATION

FATHER: THEODORE BERNSTEIN

MOTHER: NORA UNKNOWN

INFORMANT: TED STUART BERNSTEIN

RELATIONSHIP TO DECEDENT: SON

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

PLACE OF DISPOSITION AND FUNERAL FACILITY INFORMATION

PLACE OF DISPOSITION: THE GARDENS MEMORIAL PARK
BOCA RATON, FLORIDA

METHOD OF DISPOSITION: ENTOMBMENT

FUNERAL DIRECTOR/LICENSE NUMBER: GARRETT JACOBS, F019844

FUNERAL FACILITY: BOCA RATON FUNERAL HOME F040152
19785 HAMPTON DRIVE, BOCA RATON, FLORIDA 33434

CERTIFIER INFORMATION

TYPE OF CERTIFIER: MEDICAL EXAMINER MEDICAL EXAMINER CASE NUMBER: 121500913

TIME OF DEATH (24 hr): 0227

CERTIFIER'S NAME: MICHAEL D BELL

CERTIFIER'S LICENSE NUMBER: ME54359

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

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

State Registrar

REQ: 2013124648

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28366061

DH FORM 1946 (04-10)

CERTIFICATION OF VITAL RECORD

FLORIDA DEPARTMENT OF HEALTH

04C 021

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

TS001740

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0433945799
Feb. 13, 2013 LTR 1382C 1
26-2124343 201112 06
00021546
BODC: SB

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

Taxpayer Identification Number: 26-2124343
Tax Period(s): Dec. 31, 2011

Form: 1065

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Please provide the information requested within 30 days from the date

0433945799
Feb. 13, 2013 LTR 1382C 1
26-2124343 201112 06
00021548

BERNSTEIN FAMILY INVESTMENTS LLLP
% BERNSTEIN HOLDINGS LLC GEN PTR
950 PENINSULA CORP CIR STE 3010
BOCA RATON FL 33487

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Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

Sincerely yours,

Sharon Davies
Accounts Management I

Enclosures:
Copy of this letter
Envelope
Original correspondence

WELLS FARGO BANK
Consumer Credit Group
MAC: X2303-023
1 HOME CAMPUS
DES MOINES, IA
50328-0001

Wells Fargo Bank

Fax

To:	Robert Spallina	**From:**	Joshua Paladin
		Pages:	3 total
Fax:	561.997.7308	**Date:**	1/10/2014
Phone:	561.997.7008	**Phone:**	866-401-7737
Re:	Berstein Estate 2012 1098	**Fax:**	866-249-5074

☑ **Urgent** ☑ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

This facsimile transmission may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately. Thank you for your cooperation.

IMPORTANT TAX RETURN DOCUMENT ENCLOSED - THIS IS A YEAR 2012 TAX STATEMENT FOR A 1099 INFORMATION RETURN, 1098 MORTGAGE INTEREST STATEMENT OR 1098-E STUDENT LOAN STATEMENT - READ CAREFULLY

TAX YEAR 2012

WELLS FARGO BANK, N.A.
1-800-TO-WELLS (800-869-3557)
P.O. BOX 3908 114
PORTLAND, OR 97208 E. I. N. 94-1347393

FOR TAX YEAR
2012

SHIRLEY BERNSTEIN DS
SIMON L. BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON FL 33496-5931

TAXPAYER ID NUMBER
347-30-9749

2012 - 1098, MORTGAGE INTEREST STATEMENT

ACCOUNT NUMBER

LINE OF CREDIT 2400 000006503847519

BOX 1	MORTGAGE INTEREST*	15,495.68
TOTAL INTEREST/POINTS PAID		15,495.68

1099-INT 1099-DIV 1099-OID 1099-MISC 1099-B

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

1099-A 1099-C

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines it has not been reported.

1098-E

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for student loan interest.

1098-T

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

*Form 1099-OID: This may not be the correct figure to report on your income tax return. See instructions on back.

1099-INT. Interest Income, OMB No. 1545-0112
1099-DIV. Dividends and Distributions, OMB No. 1545-0110
1099-OID. Original Issue Discount, OMB No. 1545-0117
1099-MISC. Miscellaneous Income, OMB No. 1545-0115
1099-A. Acquisition or Abandonment of Secured Property, OMB 1545-0877
1099-B. Proceeds from Broker and Barter Exchange Transactions, OMB 1545-0715
1099-C. Cancellation of Debt, OMB No. 1545-1424
1098-E. Student Loan Interest Statement, OMB No. 1545-1576
1099-S. Proceeds from Real Estate Transactions, OMB No. 1545-0997
1098. Mortgage Interest Statement, OMB No. 1545-0901

1098 - MORTGAGE

*Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.

The information next to boxes 1, 2, 3, and 4 is important tax information a is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return.

PLEASE SEE REVERSE SIDE FOR INSTRUCTIONS

Instructions for Recipient • Please Read Carefully

This 1099 or this substitute (Copy B) has been prepared for you by your financial institution. This form contains language substantially similar to the following official Internal Revenue Service (IRS) forms: 1099-INT (OMB NO. 1545-0112); 1099-DIV (OMB NO. 1545-0110); 1099-OID (OMB NO. 1545-0117); 1099-A (OMB NO. 1545-0877); 1099-B (OMB NO. 1545-0715); 1099-C (OMB NO. 1545-1424); 1099-MISC (OMB NO. 1545-0115); 1099-R (OMB NO. 1545-0119); AND 1098-E (OMB NO. 1545-0901). AND 1098-MORTGAGE INTEREST STATEMENT (OMB NO. 1545-0901).

Applicable. • The following information applies to forms: 1099-INT, 1099-DIV, AND 1099-OID. If one or more of these forms includes amounts belonging to another person, you are considered a nominee recipient. Complete a Form 1099 for each of the other persons showing income or withholding allocable to each. File Copy A of the form with the IRS. Furnish Copy B to each owner, as soon Form 1099 to yourself as the "payer" and the other persons as the "recipient". File Form(s) 1096 with the Internal Revenue Service Center for your area. On Form 1096 list yourself as the "filer." A business or valid is not required to file a nominee return to show amounts owned by the other. See the 2012 General Instructions for Forms 1099, 1098, and 5498. • For Form 1099-OID, if you bought or sold an obligation during the year and you are not required to issue or file Form 1099-OID showing the OID allocable to the seller/buyer of the obligation.

1099-INT OMB No. 1545-0112 (Copy B) Interest Income

Instructions for Recipient

Account Number. May show an account or other unique number the payer assigned to distinguish your account.

Box 1. Shows taxable interest paid to you during the calendar year by the payer. This does not include interest shown in box 3. may also show the total amounts of the credits from clean renewable energy bonds, qualified tax credit bonds, qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, build america bonds, qualified school construction bonds, and build america bonds that must be included in your gross income. These amounts were treated as paid to you during 2012 on the dates specified below (March 15, June 15, September 15, and December 15). For more information, see Form 8912. Credit to Holders of Tax Credit Bonds.

Box 2. Shows interest or principal forfeited because of early withdrawal of time savings. You may deduct this amount to figure your adjusted gross income on your income tax return. See the instructions for Form 1040 to see where to take the deduction.

Box 3. Shows interest on U.S. Savings Bonds, Treasury bills, Treasury bonds, and Treasury notes. This may or may not be all taxable. See Pub. 550. This interest is exempt from state and local income taxes. This interest is not included in box 1.

Box 4. Shows backup withholding. Generally, a payer must backup withhold if you did not furnish your taxpayer identification number (TIN) or if you did not furnish the correct TIN to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, or Pub. 505, Withholding and Estimated Tax. Also shows backup withholding on interest, dividends, and patronage dividends that were not subject to backup withholding. Also shows amounts withheld under the back-up withholding rules from a voluntary withholding request.

Box 5. Shows your share of expenses of a nonpublicly offered regulated investment company, generally a nonpublicly offered mutual fund. If you file Form 1040, you may deduct these expenses on line "Other expenses" line on Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 1a.

Box 6. Shows the foreign tax that you may be able to claim as a deduction or credit on Form 1040. See the Form 1040 instructions.

Box 7. This box should be left blank if a registered investment company reported the foreign tax amount in box 6.

Boxes 8 and 9. Shows cash and noncash liquidation distributions.

Box 10. Shows tax-exempt interest dividends from a mutual fund or other regulated investment company paid to you during the calendar year. Include this amount on line 8b of Form 1040 or 1040A as tax-exempt interest. This amount may be subject to backup withholding. See box 4.

Box 11. Shows tax-exempt dividends subject to the alternative minimum tax. This amount is included in box 10. Related information is on Form 6251.

Boxes 12-14. Show information with respect to state income tax withheld.

1099-DIV OMB No. 1545-0110 (Copy B) Dividends and Distributions

Instructions for Recipient

Account Number. May show an account or other unique number the payer assigned to distinguish your account.

Box 1a. Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040 or 1040A), if required.

The amount shown may be dividends a corporation paid directly to you as a participant (or beneficiary of a participant) in an employee stock ownership plan (ESOP). Report this dividend on your Form 940/1040A, as it is not a plan distribution, not as investment income, for any other purpose.

Box 1b. Shows the portion of the amount in box 1a that may be eligible for the 15% or zero capital gains rates. See the Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 2a. Shows total capital gain distributions from a regulated investment company or real estate investment trust. Report the amounts shown in box 2a on Schedule D (Form 1040), line 13. But, if no amount is shown in boxes 2b(1) and your only capital gains and losses are capital gain distributions, you may be able to report the amounts shown in box 2a on line 13 of Form 1040 (line 10 of Form 1040A) rather than Schedule D. See the Form 1040/1040A instructions.

Box 2b. Shows the portion of the amount in box 2a that is unrecaptured section 1250 gain from certain depreciable real property. Report this amount on the Unrecaptured Section 1250 Gain Worksheet on line 19 in the Schedule D instructions (Form 1040).

Box 2c. Shows the portion of the amount in box 2a that is section 1202 gain from qualified small business stock that may be subject to a 50% exclusion and certain empowerment zone business stock that may be subject to a 60% exclusion. See the Schedule D (Form 1040) instructions.

Box 2d. Shows 28% rate gain from sales or exchanges of collectibles. If required, use this amount when completing the 28% Rate Gain Worksheet, line 18, in the instructions for Schedule D (Form 1040).

Box 3. Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. Also if you get cars all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4. Shows backup withholding. A payer must backup withhold on certain payments if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 5. Shows your share of expenses of a nonpublicly offered regulated investment company, generally a nonpublicly offered mutual fund. If you file Form 1040, you may deduct these expenses on the "Other expenses" line on Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 1a.

Box 6. Shows the foreign tax that you may be able to claim as a deduction or credit on Form 1040. See the Form 1040 instructions.

Box 7. This box should be left blank if a registered investment company reported the foreign tax amount in box 6.

Boxes 8 and 9. Shows cash and noncash liquidation distributions.

Box 10. Shows tax-exempt interest dividends from a mutual fund or other regulated investment company paid to you during the calendar year. Include this amount on line 8b of Form 1040 or 1040A as tax-exempt interest. This amount may be subject to backup withholding. See box 4.

Box 11. Shows tax-exempt dividends subject to the alternative minimum tax. This amount is included in box 10. Related information is on Form 6251.

Boxes 12-14. Show information with respect to state income tax withheld.

1099-OID OMB No. 1545-0117 (Copy B) Original Issue Discount

Instructions for Recipient

Original issue discount (OID) is the excess of an obligation's stated redemption price at maturity over its issue price (acquisition price for a stripped bond or coupon). OID is taxable as interest over the life of the obligation. If you are the holder of an OID obligation, generally you must include an amount of OID in your gross income each year even though the obligation. Obligations that may have OID includes bonds, debentures, notes, certificates, or other instruments of indebtedness having a term of more than 1 year. For example, the OID rules may apply to certificates of deposit (CDs), time deposits, zero-coupon plans, and other deposit arrangements, especially if the payment of interest is deferred until maturity. In addition, the OID rules apply to Treasury inflation-protected securities. See Pub. 550, Investment Income and Expenses, for more information.

If, as the record holder, you receive Form 1099-OID showing amounts belonging to another person, you are considered a nominee recipient. Complete a Form 1096-OID for each of the other persons showing the amounts allocable to each. File Copy A of the form with the IRS. Furnish Copy B to each owner. Use yourself as the "payer" and the other owner as the "recipient." File Form(s) 1099-OID with Form 1096.

Annual Summary and Instructions for Use. Information Returns, with the Internal Revenue Service Center for your area. On Form 1096, for yourself as the "filer." A business or with is not required to file a nominee return to show amounts owned by the other. If you bought or sold an obligation during the year and you are not a nominee, you are not required to issue or file form 1099-OID showing the OID or other interest allocable to the seller/buyer of the obligation.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

Box 1. Shows the OID on the obligation for the part of the year you owned it. Report the amount in box 1 as interest income on your income tax return. However, depending on the type of debt instrument, the issue or acquisition date, and other factors (for example, if you paid acquisition or bond premium, or the obligation is a stripped bond or coupon), you may have to figure the correct amount of OID to report on your return. See the Form 1041, Pub. 1212, Guide to Original Issue Discount (OID) Instruments, for details on how to figure the correct OID.

Box 2. Shows other interest on the obligation for the year, which is an amount reportable than the OID. If you held the obligation the entire year, report this amount as interest income on your tax return. If you disposed of the obligation or acquired it from another holder during the year, see Pub. 550 for reporting instructions. If there is an amount to report in box 2 other than the amount in box 2 is interest on a U.S. Treasury obligation and is exempt from your state and local income taxes.

Box 3. Shows interest or principal forfeited if you withdrew the penalty before the maturity date of the obligation, such as from a CD. You may deduct this amount to figure your adjusted gross income on your income tax return. See the instructions for Form 1040 to see where to take the deduction.

Box 4. Shows backup withholding. Generally, a payer must backup withhold if you did not furnish your payer your identification number (TIN) or your did not furnish the correct TIN to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 5. Shows the identification (CUSIP) number or description of the obligation may include the stock exchange, issue, coupon rate, and year of maturity).

Box 6. shows OID on a U.S. Treasury obligation for the part of the you you owned it. Report this amount in taxable income on your federal income tax return, and see Pub. 1212 to figure any appropriate adjustments to this amount. The OID is also exempt from state and local income taxes and is not included in box 1.

Box 7. Any amount shown in your share of investment expenses of a single-class REMIC. If you file Form 1040, you may deduct these expenses on the "other expenses" line of Schedule A (Form 1040) subject to the 2%limit. This amount is included in box 2.

Boxes 8-10. Shows income on widows reporting basis.

1099-A OMB No. 1545-0877 (Copy B) Acquisition or Abandonment of Secured Property

Instructions for Borrower

Certain lenders who acquire an interest in property that was security for a loan or who have reason to know that such property has been abandoned must provide you with this statement. You may have taxable income or loss because of such acquisition or abandonment. Gain or loss income or acquisition generally is measured by the difference between your adjusted basis in the property and the amount of your debt canceled in exchange for the property, or, if greater, the sale proceeds. If you abandoned the property, you may have income from the discharge of indebtedness in the amount of the unpaid balance of your canceled debt. The tax consequences of abandoning property depend on whether or not you were personally liable for the debt. Losses or activities or abandonments of property held for personal use are not deductible. See Pub. 4681 for information about your tax consequences.

Property means any real property (such as a personal residence), any intangible property, and tangible personal property that is held for investment or used in a trade or business.

If you borrowed money on this property with someone else, each of you should receive this statement.

Account Number. May show an account or other unique number the lender assigned to distinguish your account.

Box 1. For a lender's acquisition of property that was security for a loan, the date shown is generally the earlier of the date you transferred to the lender or the date possession and the benefits and ownership were transferred to the lender. This may be the date of a foreclosure or expiration sale or the date your right of redemption or objection expired. For an abandonment, the date shown is the date on which the lender first knew or had reason to know that the property was abandoned or the date of a foreclosure, expiration, or a lender sale.

Box 2. Shows the debt (principal only) owed by the lender on the loan when the interest in the property was acquired by the lender or on the date the lender first knew or had reason to know that the property was abandoned.

Box 4. Shows the fair market value of the property. If the payment in box 2 is less than the amount in box 3, and your debt is canceled, you may have cancellation of debt income. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

Box 5. Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, which it was last modified.

Box 6. Shows the description of the property acquired by the lender or abandoned by you. If "CCC" is shown, the form indicates the amount of any Commodity Credit Corporation loan outstanding when you forfeited your commodity.

1098-E OMB No. 1545-0997 (Copy B) Student Loan Interest Statement

Instructions for Borrower

If you received this statement as the payer of record on a mortgage on which there are other borrowers, furnish each of the other borrowers with information about the proper distribution of amounts reported on this form. Each borrower is generally entitled to deduct only the amount he or she paid and points paid by the borrower may be for other of the amount allocable as a deduction. Each borrower may have to include in income where of any amount reported in box 2.

If your mortgage payments were subsidized by a government agency, you may not be able to deduct the amount of the subsidy. See the instructions for Form 1040, Schedule A, B, or C for how to report the mortgage interest. Also, for more information, see Pub. 936 and Pub. 535.

Account Number. May show an account or other unique number the lender has assigned to distinguish your account.

Box 1. Shows the mortgage interest received by the recipient/lender during the year. This amount includes interest on any obligation secured by real property, including a home equity line of credit, or credit card loans. This amount does not include points, government subsidy payments, or seller payments on a "buy-down" mortgage. Such amounts are deductible by you only in certain circumstances.

Caution: If you prepaid interest in 2012 that accrues in full by January 15, 2013, this prepaid interest may be included in box 1. However, you cannot deduct the prepaid amount in 2012 even though it may be included in box 1. If you hold a mortgage credit certificate and can claim the mortgage interest credit, see Form 8396. If the interest was paid on a mortgage, home built in the end of credit card loan secured by your principal residence, you may be subject to a deduction limitation.

Box 2. and 3. Blank.

Box 4. The interest recipient may use this box to give you other information. such as the address of the property that secures the debt. real estate taxes, or insurance paid from escrow.

1098-T OMB No. 1545-1574 (Copy B) Student Loan Interest Statement

Instructions for Borrower

An eligible educational institution, a governmental unit, and an organization that receives a person (including a financial institution, a governmental unit, and an organization that receives payments of more than $600 during the year on one or more qualified student loans) must furnish this statement to you.

You may be able to claim a student loan interest deduction on your income tax return. However, you may not be able to deduct the full amount of interest reported on this statement. Do not deduct the full amount of interest reported on this statement. Do not deduct the full amount for expenses of the requirements for (and how to figure) any allowable deduction for the interest paid. Instead, for more information, see Pub. 970, Tax Benefits for Education and the Student loan interest deduction worksheet in your Form 1040 or 1040A instructions.

Account Number. May show an account or other unique number the lender has assigned to distinguish your account.

Box 1. Shows the interest received by the lender during the year on one or more student loans made to you. For loans made on or after September 1, 2004, box 1 includes loan origination fees and qualified OID received by the lender. If your loan was made before September 1, 2004, you may be able to deduct such origination fees and capitalized interest not reported in box 1.

Box 2. If checked, indicates that loan origination fees and/or capitalized interest are not included in box 1 for loans made before September 1, 2004. See Pub. 970 for how to figure any deductible loan origination fees or capitalized interest.

BACKUP WITHHOLDING. The following paragraph applies to all 1099 documents listed above except 1098-E, 1098-T, and 1099-R. Generally a payer must backup withhold on certain payments if you did not furnish your Taxpayer Identification Number (TIN) or if you did not furnish your correct TIN to the payer (see Box 4 instructions for 1099-INT, 1099-OID, 1099-DIV, and 1099-MISC). The amount withheld is other than "0" will appear next to the wording Box 4, "Federal Income Tax Withheld." See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

1099-A OMB No. 1545-0877 (Copy B) Acquisition or Abandonment of Secured Property

Instructions for Borrower

Certain lenders who acquire an interest in property that was security for a loan or who have reason to know that such property has been abandoned must provide you with this statement. You may have taxable income or loss because of such acquisition or abandonment. Gain or loss income or acquisition generally is measured by the difference between your adjusted basis in the property and the amount of your debt canceled in exchange for the property, or, if greater, the sale proceeds. If you abandoned the property, you may have income from the discharge of indebtedness in the amount of the unpaid balance of your canceled debt. The tax consequences of abandoning property depend on whether or not you were personally liable for the debt. Losses or activities or abandonments of property held for personal use are not deductible. See Pub. 4681 for information about your tax consequences.

Property means any real property (such as a personal residence), any intangible property, and tangible personal property that is held for investment or used in a trade or business.

If you borrowed money on this property with someone else, each of you should receive this statement.

Account Number. May show an account or other unique number the lender assigned to distinguish your account.

Box 1. For a lender's acquisition of property that was security for a loan, the date shown is generally the earlier of the date you transferred to the lender or the date possession and the benefits and ownership were transferred to the lender. This may be the date of a foreclosure or expiration sale or the date your right of redemption or objection expired. For an abandonment, the date shown is the date on which the lender first knew or had reason to know that the property was abandoned or the date of a foreclosure, expiration, or a lender sale.

Box 2. Shows the debt (principal only) owed by the lender on the loan when the interest in the property was acquired by the lender or on the date the lender first knew or had reason to know that the property was abandoned.

Box 4. Shows the fair market value of the property. If the payment in box 2 is less than the amount in box 3, and your debt is canceled, you may have cancellation of debt income. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

Box 5. Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, which it was last modified.

Box 6. Shows the description of the property acquired by the lender or abandoned by you. If "CCC" is shown, the form indicates the amount of any Commodity Credit Corporation loan outstanding when you forfeited your commodity.

1098-E OMB No. 1545-0997 (Copy B) Student Loan Interest Statement

Instructions for Borrower

If you received this statement as the payer of record on a mortgage on which there are other borrowers, furnish each of the other borrowers with information about the proper distribution of amounts reported on this form. Each borrower is generally entitled to deduct only the amount he or she paid and points paid by the borrower may be for other of the amount allocable as a deduction. Each borrower may have to include in income where of any amount reported in box 2.

If your mortgage payments were subsidized by a government agency, you may not be able to deduct the amount of the subsidy. See the instructions for Form 1040, Schedule A, B, or C for how to report the mortgage interest. Also, for more information, see Pub. 936 and Pub. 535.

Account Number. May show an account or other unique number the lender has assigned to distinguish your account.

Box 1. Shows the mortgage interest received by the recipient/lender during the year. This amount includes interest on any obligation secured by real property, including a home equity line of credit, or credit card loans. This amount does not include points, government subsidy payments, or seller payments on a "buy-down" mortgage. Such amounts are deductible by you only in certain circumstances.

Caution: If you prepaid interest in 2012 that accrues in full by January 15, 2013, this prepaid interest may be included in box 1. However, you cannot deduct the prepaid amount in 2012 even though it may be included in box 1. If you hold a mortgage credit certificate and can claim the mortgage interest credit, see Form 8396. If the interest was paid on a mortgage, home built in the end of credit card loan secured by your principal residence, you may be subject to a deduction limitation.

Box 2. and 3. Blank.

Box 4. The interest recipient may use this box to give you other information. such as the address of the property that secures the debt. real estate taxes, or insurance paid from escrow.

1098-T OMB No. 1545-1574 (Copy B) Student Loan Interest Statement

Instructions for Borrower

An eligible educational institution, a governmental unit, and an organization that receives a person (including a financial institution, a governmental unit, and an organization that receives payments of more than $600 during the year on one or more qualified student loans) must furnish this statement to you.

You may be able to claim a student loan interest deduction on your income tax return. However, you may not be able to deduct the full amount of interest reported on this statement. Do not deduct the full amount for expenses of the requirements for (and how to figure) any allowable deduction for the interest paid. Instead, for more information, see Pub. 970, Tax Benefits for Education and the Student loan interest deduction worksheet in your Form 1040 or 1040A instructions.

Account Number. May show an account or other unique number the lender has assigned to distinguish your account.

Box 1. Shows the interest received by the lender during the year on one or more student loans made to you. For loans made on or after September 1, 2004, box 1 includes loan origination fees and qualified OID received by the lender. If your loan was made before September 1, 2004, you may be able to deduct such origination fees and capitalized interest not reported in box 1.

Box 2. If checked, indicates that loan origination fees and/or capitalized interest are not included in box 1 for loans made before September 1, 2004. See Pub. 970 for how to figure any deductible loan origination fees or capitalized interest.

1099-R OMB No. 1545-0119 (Copy B) Proceeds From Broker and Barter Exchange Transactions

Instructions for Recipient

Brokers and barter exchanges must report proceeds from transactions to you and the IRS on Form 1099-B.

Reporting is also required when your broker knows or has reason to know that a corporation in which you own stock has had a reportable change in control or capital structure. You may be required to recognize gain from the receipt of cash, stock, or other property that was exchanged for the corporation's stock. If your broker reported this type of transaction to you, the corporation is identified in box 1.

Account Number. May show an account or other unique number the payer assigned to distinguish your account(s).

CUSIP number. For certain transactions, may show the CUSIP (Committee on Uniform Security Identification Procedures) number of the item reported.

Box 1a. Shows the trade date of the sale or exchange. For short sales, the date shown is the date the property was delivered to close the short sale. For aggregate reporting in boxes 8 through 12, no entry will be included.

Box 1b. This box may be blank if box 3 is checked or if the securities sold were acquired on a variety of dates. For short sales, the date shown is the date you acquired the security delivered to close the short sale.

Box 2a. Shows the aggregate gain or loss from transactions involving stocks, bonds, other debt obligations, commodities, or forward contracts. May show the difference from the acquisition of your immigrant in a wholly held fixed investment trust. May also show the aggregate amount of cash and the fair market value of any stock or other property received in a reportable change in control or capital structure relating from the corporate transfer of property to a foreign corporation. Losses on forward contracts are shown in parentheses. This box does not include proceeds from regulated futures contracts. The broker must include the cash or the fair market value of the property received in the sale price less commissions including transfer taxes) and option premiums were reported to the IRS. Report the amount on Form 8949 as explained in the instructions for Schedule D (Form 1040).

Box 2b. If checked, you cannot take a loss on your tax return based on gain or loss from a reportable change in control or capital structure reported in box 2a. Do not report this loss on Form 8949 or Schedule D. The broker should advise you of any losses on a separate statement.

Box 3. Shows the basis of securities sold. If box 3 is checked, box 3 may be blank. See the Schedule D (Form 1040) instructions or Pub. 550 for details about basis.

Box 4. Shows backup withholding. Generally, a payer must backup withhold if you did not furnish your taxpayer identification number to the payer. See Form W-9 for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 5. Shows the aggregate profit or (loss) on open contracts held by a broker or barter exchange on the last day of the calendar year. See Pub. 550 for reporting instructions.

Box 6. Shows your share of investment expenses of a single-class REMIC. If you file Form 1040, you may deduct these expenses on the "other expenses" line of Schedule A (Form 1040) subject to the 2%limit. This amount is included in box 2.

Boxes 7-9. Shows income on widows reporting basis.

1099-B OMB No. 1545-0715 (Copy B) Proceeds From Broker and Barter Exchange Transactions

Instructions for Recipient

Brokers and barter exchanges must report proceeds from transactions to you and the IRS on Form 1099-B.

Reporting is also required when your broker knows or has reason to know that a corporation in which you own stock has had a reportable change in control or capital structure. You may be required to recognize gain from the receipt of cash, stock, or other property that was exchanged for the corporation's stock. If your broker reported this type of transaction to you, the corporation is identified in box 1.

Account Number. May show an account or other unique number the payer assigned to distinguish your account(s).

CUSIP number. For certain transactions, may show the CUSIP (Committee on Uniform Security Identification Procedures) number of the item reported.

Box 1a. Shows the trade date of the sale or exchange. For short sales, the date shown is the date the property was delivered to close the short sale. For aggregate reporting in boxes 8 through 12, no entry will be included.

Box 1b. This box may be blank if box 3 is checked or if the securities sold were acquired on a variety of dates. For short sales, the date shown is the date you acquired the security delivered to close the short sale.

Box 2a. Shows the aggregate gain or loss from transactions involving stocks, bonds, other debt obligations, commodities, or forward contracts. May show the difference from the acquisition of your immigrant in a wholly held fixed investment trust. May also show the aggregate amount of cash and the fair market value of any stock or other property received in a reportable change in control or capital structure relating from the corporate transfer of property to a foreign corporation. Losses on forward contracts are shown in parentheses. This box does not include proceeds from regulated futures contracts. The broker must include the cash or the fair market value of the property received in the sale price less commissions including transfer taxes) and option premiums were reported to the IRS. Report the amount on Form 8949 as explained in the instructions for Schedule D (Form 1040).

Box 2b. If checked, you cannot take a loss on your tax return based on gain or loss from a reportable change in control or capital structure reported in box 2a. Do not report this loss on Form 8949 or Schedule D. The broker should advise you of any losses on a separate statement.

Box 3. Shows the basis of securities sold. If box 3 is checked, box 3 may be blank. See the Schedule D (Form 1040) instructions or Pub. 550 for details about basis.

Box 4. Shows backup withholding. Generally, a payer must backup withhold if you did not furnish your taxpayer identification number to the payer. See Form W-9 for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 5. Shows the aggregate profit or (loss) on open contracts held by a broker or barter exchange on the last day of the calendar year. See Pub. 550 for reporting instructions.

Box 6. Shows your share of investment expenses of a single-class REMIC. If you file Form 1040, you may deduct these expenses on the "other expenses" line of Schedule A (Form 1040) subject to the 2%limit. This amount is included in box 2.

Boxes 7-9. Shows income on widows reporting basis.

1099-C OMB No. 1545-1424 (Copy B) Cancellation of Debt

Instructions for Recipient

Form 1099-A or 1099-C (or substitute statement) is furnished to you if your debt was canceled or you may have had income from the discharge of your debt. If you are an individual, the amount shown may be taxable as ordinary income on your tax return. See Pub. 4681 for more information.

Box 1. Shows the date of identifiable event. This is generally the date on which the debt was discharged (canceled or forgiven), or a fixed date that is identifiable event determined by applicable regulations.

Box 2. Shows the amount of debt discharged. The amount may be different from the amount owed on the debt. See Pub. 4681 for more information.

Box 3. Shows the amount of interest included in box 2. See Pub. 4681 for more information.

Box 4. If checked, the debt was included in your gross income for a prior year because of an identifiable event. See Pub. 4681 for more information.

Box 5. Shows the fair market value of property that was security for the debt. See Pub. 4681 for more information.

Box 6. Shows a description of the debt. If box 7 is completed, box 6 shows a description of the property.

Box 7. If checked, indicates that you were personally liable for repayment of the debt when the debt was created or, if modified, as the date of the last modification. See Pub. 4681 for more information.

Box 8. Shows the number of the debt. The code in this box is described in more detail in Pub. 4681. A-Bankruptcy; B-Other (explain date filed); C-Excess of liabilities or expiration of insolvency period; D-Foreclosure election; E-Debt relief from probate or similar proceeding; F-Any agreement to discharge or policy or discontinue collection; H-Expiration of nonpayment testing period; or I-Other actual discharge before identifiable event.

Box 9. If, in the identifiable year, a foreclosure or abandonment of property occurred in connection with the cancellation of the debt, the fair market value (FMV) of the property will be shown, or you will receive a separate Form 1099-A. Generally, the given identifiable as price is considered to be the FMV. For an abandonment or voluntary conveyance in lieu of foreclosure, the FMV is generally the appraised value of the property. You may have income or loss because of the acquisition or abandonment. See Pub. 4681 for information about foreclosures and abandonments. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

Future developments. For the latest information about developments related to Form 1099-C and its instructions, such as legislation enacted after they were published, go to www.irs.gov/form1099c.

1099-OID #1545-0901 (Copy B) Mortgage Interest Statement

Instructions for Payer/Borrower

A person (including a financial institution, a governmental unit, and a cooperative housing corporation) who receives mortgage interest (including certain points) on any real mortgage in the course of trade or business from you in the amount of $600 or more during the calendar year must furnish this statement to you.

If you received this statement as the payer of record on a mortgage on which there are other borrowers, furnish each of the other borrowers with information about the proper distribution of amounts reported on this form. Each borrower is generally entitled to deduct only the amount he or she paid and points paid by the borrower may be for other of the amount allocable as a deduction. Each borrower may have to include in income where of any amount reported in box 2.

If your mortgage payments were subsidized by a government agency, you may not be able to deduct the amount of the subsidy. See the instructions for Form 1040, Schedule A, B, or C for how to report the mortgage interest. Also, for more information, see Pub. 936 and Pub. 535.

Account Number. May show an account or other unique number the lender has assigned to distinguish your account.

Box 1. Shows the mortgage interest received by the recipient/lender during the year. This amount includes interest on any obligation secured by real property, including a home equity line of credit, or credit card loans. This amount does not include points, government subsidy payments, or seller payments on a "buy-down" mortgage. Such amounts are deductible by you only in certain circumstances.

Caution: If you prepaid interest in 2012 that accrues in full by January 15, 2013, this prepaid interest may be included in box 1. However, you cannot deduct the prepaid amount in 2012 even though it may be included in box 1. If you hold a mortgage credit certificate and can claim the mortgage interest credit, see Form 8396. If the interest was paid on a mortgage, home built in the end of credit card loan secured by your principal residence, you may be subject to a deduction limitation.

Box 2. and 3. Blank.

Box 4. The interest recipient may use this box to give you other information. such as the address of the property that secures the debt. real estate taxes, or insurance paid from escrow.

1098-E OMB No. 1545-0997 (Copy B) Student Loan Interest Statement

Instructions for Borrower

An eligible educational institution, a governmental unit, and an organization that receives a person (including a financial institution, a governmental unit, and an organization that receives payments of more than $600 during the year on one or more qualified student loans) must furnish this statement to you.

You may be able to claim a student loan interest deduction on your income tax return. However, you may not be able to deduct the full amount of interest reported on this statement. Do not deduct the full amount for expenses of the requirements for (and how to figure) any allowable deduction for the interest paid. Instead, for more information, see Pub. 970, Tax Benefits for Education and the Student loan interest deduction worksheet in your Form 1040 or 1040A instructions.

Account Number. May show an account or other unique number the lender has assigned to distinguish your account.

Box 1. Shows the interest received by the lender during the year on one or more student loans made to you. For loans made on or after September 1, 2004, box 1 includes loan origination fees and qualified OID received by the lender. If your loan was made before September 1, 2004, you may be able to deduct such origination fees and capitalized interest not reported in box 1.

Box 2. If checked, indicates that loan origination fees and/or capitalized interest are not included in box 1 for loans made before September 1, 2004. See Pub. 970 for how to figure any deductible loan origination fees or capitalized interest.

Robert Spallina

From: Thierman, Abigail [aThierman@CBIZ.com]
Sent: Friday, December 20, 2013 3:30 PM
To: Robert Spallina
Cc: DeRosa, Linda; Messuri, Anthony
Subject: John Hancock

Robert,

Got your message re John Hancock. Gross income $4,150 with net income of $3,735 probably means that they withheld 10% federal income taxes of $415. They withheld 10% federal taxes last year as well. We will take credit for the income tax withholding and report the income on the return.

I also understand the following from our calls:

1. We will not pick up any income from Bernstein Family Realty, LLC
2. We will not pick up any income from Simon L. Bernstein Irrevocable Trust
3. We will not pick up any income from Legacy, Lydian, or Oppenheimer
4. We will follow up with Ted regarding the correct income from LIC. We understand that you would not expect the company to issue a 1099-Misc. to Mr. Bernstein for 75,000.
5. We will not take a deduction for suspended passive activity losses on the assumption that they would have been absorbed in a step up of basis on death
6. You indicated that we should continue to amortize the points on the home mortgage and that the mortgage interest expense paid before death should be deducted on the Form 1040. You will try to get the Form 1098 from Wells Fargo for us.
7. You confirmed that no real estate taxes were paid during 2012. The real estate taxes paid 1/17/2013 will be deductible on Shirley's 2013 Trust return.
8. You will try to find out if there were any medical expenses incurred during 2012 or within a year of Mr. Bernstein's death that we can include on the Form 1040. Note that in prior years they incurred medical expenses for travel and lodging, etc.
9. You will try to get us the Form SSA-1099 Social Security Benefit Statement. That statement will reflect his SS income and any Medicare insurance paid
10. We will not deduct the 6,000 legal fees paid directly by Mr. Bernstein in 2012.
11. You indicated that payments to Massey Clark and Rachel Walker are not deductible.
12. You will try to find out if any of the payments to the following might be deductible:
    a. Conception Ozuna
    b. Heritage Union Life Insurance
    c. George Flavious
    d. Gary Washington
    e. Phillip Cupid
13. You agree with our approach to deduct CBIZ fees paid directly by Mr. Bernstein.
14. Any other expenses you can uncover?

We look forward to hearing from you with respect to the other open items on the return.

Thanks for your help.

Regards,

Abby

Abigail Thierman, JD, LLM, CPA, CFP® | Senior Tax Manager
CBIZ MHM, LLC
&
Mayer Hoffman McCann P.C.,
An Independent CPA Firm
1675 N. Military Trail, 5th Floor
Boca Raton, Florida 33486
p: 561-922-3058
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e: athierman@cbiz.com

Robert Spallina

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Wednesday, December 11, 2013 2:56 PM
To: Robert Spallina
Cc: DeRosa, Linda; Thierman, Abigail; Lewin, Jerry
Subject: RE: Information to confirm

Robert,

Please see below:

Keep in mind that in addition to the $75,000 1099 from Arbitrage to Simon: Simon also took distributions from his IRA in 2012 totaling $300,000, prior to his death. Both of which will be reported on his 2012 Form 1040.

Please get back to us as soon as possible as we will file for an extension since the return is due by Monday 12/16/13.

Thanks,

Anthony

From: Thierman, Abigail
Sent: Wednesday, December 11, 2013 2:39 PM
To: Messuri, Anthony
Cc: DeRosa, Linda
Subject: Information to confirm

Anthony,

We are in the process of preparing the form 1041 for the fiscal year beginning 9/13/2012 and ended 8/31/2013 for the Estate of Simon L. Bernstein.

Please confirm the following with Rob Spellina:

- We will prepare a return for the estate including a section 645 election including the income from the Estate and the Simon L. Bernstein Trust Agreement.
- Confirm that no distributions were made during the fiscal year.
- Was a form 706 prepared?
- Confirm Estate Tax ID# 30-6329442
- Confirm Trust Tax ID#- 30-6329441
- Confirm that Robert L. Spallina and Donald R. Tescher should be listed as both co-Personal Representatives and co-Trustees
- Confirm whether we should use the attorneys' address on the return
- We understand that we have the following sources of income for the estate:
    a. K-1 from Bernstein Family Investments LLLP
    b. K-1 from Bernstein Holdings LLC
    c. LIC Holdings

d. JP Morgan- we have confirmed with Joey Jarvis that there was no income in any of the JP Morgan accounts after date of death. He also told us that 300,000 was distributed from Mr. Bernstein's IRA prior to his death (with no tax withheld from the distribution).
e. Please let us know if there is any other income that we may have missed.

- Do we need to include any information regarding the Simon L. Bernstein Irrevocable Trust?

[Anthony Messuri] Are there any other expenses at all paid for the estate that should be deducted on the Form 1041?

Thanks,

Abby
Abigail Thierman, JD, LLM, CPA, CFP® | Senior Tax Manager
CBIZ MHM, LLC
&
Mayer Hoffman McCann P.C.,
An Independent CPA Firm
1675 N. Military Trail, 5th Floor
Boca Raton, Florida 33486
p: 561-922-3058
f: 561-241-0071
e: athierman@cbiz.com

Robert Spallina

From: Messuri, Anthony [AMessuri@cbizgl.com]
Sent: Friday, December 06, 2013 3:56 PM
To: 'Ted Bernstein'
Cc: DeRosa, Linda; 'Ransom Jones'; Lewin, Jerry; Robert Spallina
Subject: RE: Emailing: Simon Bernstein 2012 Form 1099

Ted,

We are completing the 2012 personal income tax return for Si and this item has come up.

Normally commissions are paid to the individuals (Si & Ted) and the checks are signed over to LIC (et al). At year end the individuals would normally receive 1099's from the various insurance co's for commissions paid but they would in turn issue a 1099 to LIC for the amount of commissions paid since those monies were deposited into LIC's account anyway.

According to Ransom there was 1 specific incident where Si demanded he be paid $75,000 from a Lincoln commission which was done; but on LIC's books this amount was shown as a commissions expense paid to Si. On November 19, 2013 Ransom forwarded to me a copy of the 1099 issued to Simon for the $75,000.

The problem is that this commission will now generate tax on Si's 2012 return and the IRS will assess penalties and interest. In our initial estimates of Si 2012 return we anticipated that there would be no tax to pay but based on this $75,000 1099 there will be tax.

I just want everyone to be aware of what has transpired and the effects on Si's return.

If you have any questions please let me know.

Thanks,

Anthony

-----Original Message-----
From: Ransom Jones [mailto:rjones@lifeinsuranceconcepts.com]
Sent: Friday, December 06, 2013 3:29 PM
To: Messuri, Anthony
Cc: DeRosa, Linda; Ted Bernstein
Subject: RE: Emailing: Simon Bernstein 2012 Form 1099

I provided you the 2012 Form 1099 to Simon Bernstein in the amount of $75,000.

Ransom Jones
. . . . . .

Life Insurance Concepts, Inc.
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, FL 33487
Tel: 561.988.8984
Fax: 561.988.0833
Email: Rjones@LifeInsuranceConcepts.com
www.LifeInsuranceConcepts.com
www.InstallmentLifeInsurance.com

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-----Original Message-----
From: Messuri, Anthony [mailto:AMessuri@cbizgl.com]
Sent: Friday, December 06, 2013 3:05 PM
To: Ransom Jones
Cc: DeRosa, Linda; Ted Bernstein
Subject: RE: Emailing: Simon Bernstein 2012 Form 1099

Ransom,

Did you reissue the 1099 to Arbitrage from Si for $75,000 (see below)?

Thanks,

Anthony

-----Original Message-----
From: Messuri, Anthony
Sent: Thursday, November 21, 2013 4:02 PM
To: Ransom Jones
Cc: DeRosa, Linda; Ted Bernstein
Subject: RE: Emailing: Simon Bernstein 2012 Form 1099

Ransom,

The income was deposited into Arbitrage's account. But the ins co issued the original 1099 to Simon who in-turn should issue a 1099 to Arbitrage.

The way it stands now Simon was issued 1099's totaling $150,000 ($75k from Ins co & $75k from Arbitrage).

You issued the 1099 backwards.

The 1099 should be issued by Simon to Arbitrage International Marketing.

Please correct.

Thanks,

Anthony

-----Original Message-----
From: Ransom Jones [mailto:rjones@lifeinsuranceconcepts.com]
Sent: Thursday, November 21, 2013 1:08 PM
To: Messuri, Anthony
Cc: Ted Bernstein
Subject: Emailing: Simon Bernstein 2012 Form 1099

Anthony, this is the 2012 Form 1099 for Simon Bernstein. If you have any questions, please let me know.

J.P. Morgan IRA Withdrawal Request

DECEASED

J.P.Morgan

A. IRA Holder

IRA Holder's Name Simon Bernstein Account Number 432585007

B. Distribution Information

I DIRECT THE CUSTODIAN TO DISTRIBUTE THE AMOUNT REQUESTED FOR THE FOLLOWING REASON *(SEE EXPLANATION ON REVERSE)*: ☐ Transfer ☐ Revocation ☐ Disability ☐ Death ☐ Prohibited Transaction ☐ Rollover to Employer Plan
☐ Early Distribution (IRS Penalty Applies) ☐ Early Distribution (IRS Penalty Exception) ☑ Normal Distribution for Tax Year 2013
☐ Excess Contribution Removal *(please answer the below questions)* ☐ Same Year Recharacterization ☐ Prior Year Recharacterization

If excess contribution removal was selected, please answer the following questions:

Was contribution made in a prior year? ☐ No ☐ Yes*

If *Yes, Is contribution being removed prior to the tax return due date of the year for which the contribution was made? ☐ No ☐ Yes

PAYMENT INSTRUCTIONS:

Amount: ☐ Entire Account ☑ $ 25,000 *(specify amount)* ☑ *Check here if distribution includes amounts attributed to Required Minimum Distribution*

Transfer Type:

☐ In Kind - cash, securities and eligible mutual funds (only applies to distributions of Entire Account)
☐ Liquidate only my mutual funds and transfer cash and securities
☐ Liquidate all my assets and transfer cash
☐ Transfer only the following assets from my account
Description of asset: CASH Quantity or ALL: $25,000.00

Transfer Instructions: ☑ Transfer to JPMorgan Account 47801S220 ESTATE OF SIMON BERNSTEIN

☐ Transfer to Outside Institution _____

Account Title at Outside Institution _____

Outside Institutional Routing # _____ Customer Account # _____

☐ Other _____

Distribution Commencement Date: **Frequency** ☑ One-Time ☐ Monthly ☐ Quarterly ☐ Annually ☐ Other _____

BENEFICIARY (or Former Spouse) INFORMATION, if applicable

NOTE: This section should be completed by a beneficiary taking a death distribution or a former spouse taking a distribution as a result of a property settlement. DO NOT use this section to name or change your beneficiary(ies).

Beneficiary's (or Former Spouse's) Name _____ Relationship _____

Address _____ City _____ State _____ Zip _____

Date of Birth: ☐☐-☐☐-☐☐☐☐ (m m - d d - y y y y) SSN: ☐☐☐-☐☐-☐☐☐☐

C. Withholding Election (Substitute form W-4P)

THIS FORM CONTAINS WITHHOLDING NOTICE INFORMATION. UNLESS YOU ELECT OTHERWISE, 10% FEDERAL INCOME TAX WILL BE WITHHELD FROM YOUR IRA DISTRIBUTION. THIS FORM IS FOR ALL DISTRIBUTIONS, EXCEPT TRANSFERS. PLEASE NOTE THAT STATE TAX WITHHOLDING MAY APPLY EVEN IF YOU DO NOT MAKE AN ELECTION BELOW AS SOME STATES HAVE MANDATORY WITHHOLDING REQUIREMENTS.

Federal Tax Withholding

☑ Effective 12/31/13, I elect not to have Federal income tax withheld. I understand that I am still liable for the payment of Federal income tax on the amount received. I also understand that I may be subject to Federal income tax penalties under the estimated tax payment rules if my payments of the estimated tax and withholding are insufficient.

☐ Withhold Federal income tax at a rate of _____ (%) (not less than 10 percent) or in the amount of _____ ($) from the amount withdrawn.

State Tax Withholding State of Residence FL

☑ Effective 12/31/13, I elect not to have State income tax withheld.

☐ Withhold State tax at a rate of _____ (%) or in the amount of $_____ from the amount withdrawn (if applicable).

I certify that I am the proper party to receive payment(s) from this IRA and that all information provided by me is true and accurate. I have read and understand the Rules and Conditions Applicable to Withdrawals on page 2 of this form and agree to abide by those rules and conditions. I understand that the Custodian does not give tax or legal advice, and that I am advised to consult a lawyer about the tax, legal, and estate-planning issues affecting my accounts. I expressly assume the responsibility for any adverse consequences which may arise from this withdrawal and I agree that the Custodian, in any capacity, shall in no way be held responsible.

D. Signature **IMPORTANT: PLEASE READ ABOVE BEFORE SIGNING**

⇨ _____ 12/31/13 Robert Spallina, P.A.

Signature of IRA Holder, Beneficiary, or Former Spouse Date Print Name

⇨ _____

Authorized Signature of Custodian Date Print Name

J.P. Morgan Use Only Title SPN CAS
1 of 3 Banker/Investor SSN 5/12 **US930**

© 2012 Ascensus Custodian EIN: ☒ JPMorgan Chase Bank, N.A. 13-4994650 ☐ J.P. Morgan Trust Company of Delaware 51-0354501

Rules and Conditions Applicable to Withdrawals

I MUST SUPPLY ALL REQUESTED INFORMATION SO THE CUSTODIAN CAN DO THE PROPER TAX REPORTING. I MAY NOT REQUEST A DISTRIBUTION ON BEHALF OF ANOTHER BENEFICIARY. THE TERM IRA WILL BE USED BELOW TO MEAN TRADITIONAL IRAS, UNLESS OTHERWISE SPECIFIED.

DISTRIBUTION INFORMATION

If I am establishing periodic distributions from my IRA, I must:

1. Take at least the minimum amount required by the Internal Revenue Code, if I am age 70½ or older.
2. Give the Custodian the discretion to withdraw the funds from any investment instrument if I fail to indicate from which investment instrument amounts are to be withdrawn.
3. Continue receiving distributions in the instructed manner until: (a) I furnish the Custodian new written instructions, (b) my death, or (c) my account is depleted, whichever occurs first

DISTRIBUTION REASON

I am required to give the reason for taking the withdrawal from the IRA. If more than one numeric reason applies, I must complete a separate Withdrawal Request for each reason. If an alpha reason applies in addition to a numeric reason, complete only this Withdrawal Request, specifying both distribution reasons.

Transfer. A transfer may be made by an IRA holder, surviving spouse beneficiary, or recipient under a transfer incident to a divorce. In addition, the IRS has indicated that a non-spouse beneficiary can transfer the IRA as long as the IRA into which amounts are being moved is set up and maintained in the name of the deceased owner for the benefit of the beneficiary. No IRS reporting is required for a transfer.

Revocation. If I receive a disclosure statement at the time I establish my IRA, I have the right to revoke my IRA within seven days of its establishment. If revoked, I am entitled to a full return of the contribution I made to my IRA. When reporting a revocation, the return of a regular or spousal contribution is reported on IRS Form 1099R using Code 1 if earnings on the contribution are distributed or Code 8 if no earnings in the contribution are distributed. A rollover, transfer or SEP contribution return is reported on IRS Form 1099R using Code 1 or 7, depending on the age of the IRA holder.

Early Distribution (IRS Penalty Applies). If I am under age 59½ and take a distribution from my IRA, it will generally constitute an early distribution. Unless an exception to the penalty applies, I must pay the appropriate penalty tax to the IRS. In addition, the Custodian may impose substantial penalties for early withdrawal of time deposits. IRA holders who roll an early distribution over into another IRA (or in some cases a Roth IRA) will not be subject to the early distribution penalty. An early distribution is reported on IRS Form 1099R using Code 1. Payments made to pay medical expenses which exceed 7.5 percent of my adjusted gross income and distributions to pay for health insurance if I have separated from employment and have received unemployment compensation under a federal or state program for at least 12 weeks are exempt from the 10 percent penalty (effective Jan. 1, 2013 increases from 7.5% to 10%); payments to cover certain qualifying education expenses; and qualified first-time home purchases (up to $10,000) are all exempt from the 10 percent penalty. However, these distributions are reported to the IRS using Code 1 and I must file IRS form 5329 to claim an exemption.

Early Distribution (IRS Penalty Exception). If I am under 59½ and take a distribution to which an exception under Internal Revenue Code (IRC) 72(t) applies (i.e., substantially equal periodic payment as defined in IRC Section 72(t)(2)(A)(iv), distribution made to pay an IRS levy, direct conversions to a Roth IRA from a Traditional IRA, etc.), I may be exempt from the early distribution penalty. The Custodian, however, may impose substantial penalties for early withdrawal of time deposits. An early distribution with exception is reported on IRS Form 1099R using Code 2.

Disability. I may take a distribution due to disability only if the disability renders me unable to engage in any substantial gainful activity and it is medically determined that the condition will last continuously for at least 12 months or lead to my death. Disability distributions are reported on IRS Form 1099R using Code 3.

Death. If I am requesting a distribution as a beneficiary, I must furnish proof, in a form acceptable to the Custodian, to verify my entitlement to receive the distribution. This verification should be used by surviving spouse beneficiaries electing to treat the IRA as their own. Death distributions are reported on IRS Form 1099R using Code 4. Use Code G (with Code 4) for a surviving spouse who elects a direct rollover to a qualified plan.

Prohibited Transaction. If I have performed a prohibited transaction as defined in IRC Section 4975(c), I may be subject to an IRS penalty. If the prohibited transaction is not corrected in a timely manner, an additional penalty may be imposed. Prohibited transactions are reported on IRS Form 1099R using Code 5.

Normal Distribution. If I am over age 59½, I may take IRA distributions any time I wish without incurring an IRS early distribution penalty. Normal distributions are reported on IRS Form 1099R using Code 7. I am required to take a minimum distribution from my IRA by April 1 of the year following the year I attain age 70 1/2 (required beginning date) and the end of that year and of each year thereafter. The minimum distribution for any taxable year is equal to the amount obtained by dividing the account balance at the end of the preceding year by the appropriate life expectancy factor. Waiting until April 1 of the following year will require you to a take a second payment that year so you may want to indicate for which tax year the required minimum distribution is for, so you do not miss a payment.

Excess Contribution Removal. If I have made an excess contribution to my IRA, I must take the appropriate steps to remove or redesignate the distribution. Depending upon when I take the necessary corrective action and the amount of the excess contribution, I may have to pay the IRS either an excess contribution or early distribution penalty tax, or both. Code 1, 8 or P (or a combination of these codes) will be applicable on IRS Form 1099R depending on the timing of the removal.

Direct Rollover to Employer Plan. If I qualify, I may roll over taxable IRA assets to my employer's qualified plan, 403(a) annuity plan, 403(b) taxsheltered annuity, or governmental 457(b) plan. The rules governing rollovers are very complex. I am advised to seek a competent tax advisor if I have any questions regarding my eligibility to complete a rollover. A direct rollover to an employer's qualified plan, 403(b), or governmental 457(b) plan is reported on IRS Form 1099R using Code G.

Same Year Recharacterization. If I make a contribution to my Traditional IRA, I may recharacterize the amount as a Roth IRA contribution by transferring the amount of the contribution and the earnings attributable to a Roth IRA before my tax return due date (including extensions) for such tax year. Recharacterizations that occur in the same year for which the contributions being recharacterized were made are reported on IRS Form 1099R using Code N.

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Prior Year Recharacterization. If a recharacterization of a contribution, as described in the paragraph above, occurs after the year for which the contribution being recharacterized was made, Code R is used on IRS Form 1099R.

I must include all amounts I receive from the IRA in my gross income except amounts attributable to nondeductible contributions and amounts rolled back into an IRA. I will receive distribution reports from the Trustee or Custodian to assist me with reporting this income.

WITHHOLDING NOTICE INFORMATION (Form W-4P/OMB No. 1545-0074)

Basic Information About Withholding From Pensions And Annuities
Generally, Federal income tax withholding applies to payments made from pension, profit sharing, stock bonus, annuity and certain deferred compensation plans, IRAs, and commercial annuities.

Purpose Of Form W-4P
Unless I elect otherwise, Federal income tax will be withheld from payments from Individual Retirement Accounts (IRAs). I can use Form W-4P, or a substitute form, such as that contained on this form, furnished by the Custodian, to instruct my Custodian to withhold no tax from my IRA payments (or to revoke this election). This substitute form should be used only for distributions from IRAs which are payable upon demand.

Nonperiodic Payments
Payments from IRAs that are payable upon demand are treated as nonperiodic payments for Federal income tax purposes. Generally, nonperiodic payments must have income tax withheld at a rate not less than 10 percent. I can elect to have no income tax withheld from a nonperiodic payment (IRA payment) by filing Form W-4P or a substitute form with the Trustee or Custodian and checking the appropriate box on that form. My election will remain in effect for any subsequent distribution unless I change or revoke it. For more information, please see Publication 505, Tax Withholding and Estimated Tax, and Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities, available from most IRS offices.
Caution: Remember that there are penalties for not paying enough tax during the year, through either withholding or estimated tax payments. New retirees should see Publication 505. It explains the estimated tax requirements and penalties in detail. I may be able to avoid quarterly estimated tax payments by having enough tax withheld from my IRA using Form W-4P.

Revoking The Exemption From Withholding
If I want to revoke my previously filed exemption from withholding, I must file another Form W-4P with the Custodian and check the appropriate box on that form.

Statement Of Income Tax Withheld From My IRA
By January 31 of next year, I will receive a statement from my Custodian showing the total amount of my IRA payments and the total Federal income tax withheld during the year. Copies of Form W-4P will not be sent to the IRS by the Custodian.

SIGNATURE

My signature is required to certify that the information I have provided is true and correct and that I am aware of all the circumstances affecting this IRA withdrawal.

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P. O. Box 6076
Newark, DE 19714-6076
Address Service Requested

003717 - P1 of 1 NSP0BSR3-Z1 000000
BERNSTEIN FAMILY INVST LLLP
950 PENINSULA CORP CIR #3010
BOCA RATON FL 33487-1387

IT IS AGREED BETWEEN YOU AND JPMCC THAT:

1. It is agreed between you and us that this transaction, as described on the face hereof, is subject to the following terms and conditions. This confirmation shall inure to our benefit including successors and assigns and shall be conclusive if not objected to promptly to in writing.

2. If required payment or delivery of securities is not made by settlement date, positions may be closed out and appropriate charges, including interest, may be made to your account.

3. Until fully paid for, securities in a cash account, as defined by Regulation T, are or may be periodically, without prior notice, hypothecated or rehypothecated, under circumstances which will permit the commingling of instruments carried for the accounts of other customers, for any amount, whether under general loans or otherwise, or may be loaned out or delivered on contracts for other customers without having in our possession and control a like amount of similar instruments.

4. On written request, we will furnish the time of execution, name of the other party, if applicable, and details of the remuneration received from other persons when we act as agent for such persons.

5. With respect to transactions involving an offering of securities, the underwriters may over-allot or effect transactions which stabilize or maintain the market price of such securities at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

6. This transaction and all other transactions with us have been entered into in consideration of each other. In the event that (i) you shall default in respect of this or any other transaction with us, (ii) you apply for, consent to, or are the subject of an application or petition for the appointment of or the taking of possession by a receiver, custodian trustee, liquidator, or similar person of yourself or of all or a substantial part of your property, (iii) you admit, your inability or become generally unable to pay your debts as such debts become due or shall have a negative net worth, (iv) you make a general assignment for the benefit of your creditors, (v) you file, or have filed or entered against you, a petition or order for relief under Title 11 of the United States Code, as amended, or any similar law of any jurisdiction regarding reorganization, liquidation, dissolution, insolvency or relief of debtors, (vi) you have filed against you an application for a protective decree under Section 5 of the Securities Investor Protection Act of 1970, as amended, (vii) we believe that we may not be able to apply without delay property we are holding or expect to receive from you against your obligation, or (viii) we believe that an event or circumstances has occurred which in our judgment materially impairs your creditworthiness or ability to perform your obligations, we may (a) cancel or otherwise liquidate this and any other transaction without prior notice to you (and you will be liable to us for any resulting loss, cost and expense, including cost of collection and attorney's fees), (b) set off any obligation to you against any of your obligations to us, or our affiliates, (c) realize upon property securing any obligations to us or our affiliates and (d) take any other action necessary or appropriate to protect and enforce our rights under this or any other agreement between you and us or our affiliates, and to reduce any risk to us of loss or delay. Any grace or notice period required by agreement or custom prior to exercise of such remedies may be shortened or eliminated by us if, in our discretion, it is reasonable to do so under the circumstances. In order to secure any obligations to us or our affiliates under this or any other transaction you hereby grant to us a security interest in all securities moneys or other property heretofore or hereafter held by or for us or our affiliates. In the event of a breach or default hereunder, we shall have all rights and remedies available to a secured creditor under the Uniform Commercial Code as then in effect in New York in addition to rights and remedies provided herein or otherwise by law.

7. Any repudiation, breach or default hereunder shall constitute at JPMCC's election a default under all other agreements or confirmations between us. Upon any repudiation, breach or default, JPMCC shall be entitled, without limiting other rights or remedies it may have, to liquidate, hedge or offset your obligation by sale of property in your account(s), purchase of property, cancellation of transactions, and/or offset against other accounts you may have at JPMCC or obligations of JPMCC to you. Purchases or sales may be public or private, and may be made without notice and in such manner as JPMCC may in its discretion determine. You shall remain liable for any balance due and any loss incurred by JPMCC in acting pursuant hereto.

8. If this transaction is a sale by you of an instrument not held in your account with us and it is not marked short, you represent that you own such instrument and it is agreed that you will promptly deliver such instrument to us.

9. No waiver, notice, demand or forbearance on the part of JPMCC shall be deemed continuing. If any provisions herein are or become inconsistent with any law, rule or regulation, such provision shall be deemed to be rescinded or modified accordingly and in all other respects this confirmation shall not be affected.

10. Monthly Account Statements shall be considered accepted and approved by you absent written notice of objection within ten days after receipt.

11. If any part of this Agreement is held to be void or unenforceable or inconsistent with any other agreement to which this confirmation relates, this shall not affect the validity or enforceability of the remaining parts of the confirmation. If the transaction involves securities, the parties acknowledge that it is a "securities contract" under 11 U.S.C. Section 741(7), as amended. You agree we may rely on all instructions we believe to be genuine.

12. This confirmation and all transaction hereunder are subject to, the constitution, by-laws, customs, and interpretations of the exchange or marketplace where executed, all applicable federal laws and regulations; and shall be governed by and construed in accordance with the law of the state of New York without regard to its conflict of laws provision.

13. American style short option positions are liable for assignment at any time; European style short options are subject to assignment only at expiration.

14. The "Fee" collected is intended to offset fees charged by various regulatory bodies. The amount collected may be more or less than the amount ultimately paid to the various regulatory bodies. In the event of the former, no reimbursement will be distributed back to you and, in the event of the latter, there will be no additional charge made to you.

15. The actual yield of an asset-backed security (securities which represent an interest in or are secured by a pool or receivables or other financial assets that are subject to continuous prepayment) may vary according to the rate at which the underlying assets are prepaid. Additional information concerning the factors that effect yield will be furnished upon written request.

16. JPMCC or an affiliate may act as Primary Market Maker or Competitive Market Maker in option trades executed on an options exchange, and may have a position (long or short) in such securities and may be on the opposite side of public orders executed in such securities.

17. This Confirmation is computed for payment in New York funds on settlement date. If payment is made at a later date, additional interest to date of payment may be charged.

18. This confirm and our communications with you made in connection with the transactions referred to herein confer(red) (i) information obtained from multiple direct, indirect affiliated, unaffiliated, public and proprietary data sources (including, but not limited to, identifying information, market data, calculated data, reference date, valuations, ratings, coupon and dividend rates and other fundamental data), and (ii) information which is calculated based upon such information (including but not limited to, market values, Estimated Yield and Estimated annual income). Although JPMCC believes these sources are reputable, it does not independently review or verify such information and neither JPMCC nor any such source will have any duty or obligation to verify, correct, complete or update any such information. Such information is being provided to you with all faults for use entirely at your own risk, without any warranty whatsoever by JPMCC or any such source. Neither JPMCC nor any such source shall have any liability whatsoever relating to any inaccuracy or lack of timeliness or completeness of such information or any use thereof or for omissions therefrom nor for any lost profits, indirect, special or consequential damages. Moreover, such sources retain exclusive proprietary rights in such information. You shall use such information only for your own use and purposes and not for use (other than in connection with the transaction for which the information is provided) or retransmission without prior written approval of the source, or for any unlawful or unauthorized purpose.

19. The "Options Fee" reflected is intended to offset fees assessed to your broker by the various Options Exchanges. The amount collected may be more or less than the amount ultimately paid to the various regulatory bodies. In the event of the former, no reimbursement will be distributed back to you and, in the event of the latter, there will be no additional charge made to you.

20. This confirmation incorporates, and the transactions confirmed are hereby subject to, any written agreement between you and us. The terms of this confirmation govern in the event of any inconsistency with the term of any other agreements.

21. Zero Coupon Issues pay no periodic interest, may be called below maturity value, and if called, may be called below maturity value without notice to you unless registered.

22. Instruments sold, offered or recommended are not deposits or FDIC insured unless we disclose otherwise.

23. Your capacity was for your own account unless you expressly specified otherwise to us in writing and gave sufficient information in writing prior to the transaction for us to rely upon the credit of another party in your credit in another capacity.

24. For Treasury inflation protection securities (TIPS) and Corporate Inflation Protection Bonds (IPBs) yield to maturity may vary due to inflation adjustments.

25. If a deferred commission or other charge is to be imposed upon redemption or as a condition of payment of principal or interest, the customer may be required to make such a payment. Information concerning such deferred compensation or other charge will be furnished upon written request.

26. Purchasers of Fannie Mae or Freddie Mac Securities can obtain additional pool information by telephoning Fannie Mae at 1-800-237-8627 or Freddie Mac at 1-800-336-3672 or emailing Freddie Mac at Investor_Inquiry@FreddieMac.com.

27. If this confirmation indicates that this is a transaction in when-issued or when-distributed securities, the terms and conditions set forth in the applicable proxy, disclosure document and/or bankruptcy plan shall apply. Upon determination of the settlement date you will receive a final confirmation showing the settlement date and the total proceeds or cost credited or debited to your account on that date. Such transactions shall be settled or cancelled at such time and place and in such manner as the exchange or market to whose requirements the transaction is subject may determine. When issued positions will be marked-to-market at the close of each trading day and if the market price falls below the contract price by an amount that exceeds the cash deposit in the account, interest may be charged on such excess.

28. Unless you have elected a different closing methodology, as noted on the front, or identified a specific tax lot in the trade description, all trades are closed out under the "FIFO" (First In First OUT) methodology.

29. For Regulated Investment Companies or Dividend Reinvestment Plan sales, for which the average price method has been chosen, positions are closed out on a FIFO basis.

LEGEND FOR SECURITIES TRANSACTIONS

Market - Your transaction was executed on one or more markets - details upon request.
C – Capacity
1, 2, 3, 4, 5, 8 and 9. Your Broker, as indicated on the front of this Confirmation, acted as Agent for your account unless otherwise indicated.
6. Your Broker, as indicated on the front of this Confirmation, acted as Agent for both buyer and seller, charging a commission or a commission equivalent to both parties. The source and any remuneration charged in the transaction will be furnished upon written request.
7. Your Broker, as indicated on the front of this Confirmation, acted as Principal.
A. This trade was executed by your broker, with us acting as your prime broker. Contact your executing broker for trade details.
S - The transaction described on this confirmation is subject to the U.S. Treasury or Agency Debt and Agency MBS fails charge trading practice published by TMPG and SIFMA at http://www.sifma.org/capital_markets/docs/Fails-Charge-Trading-Practice.pdf and http://www.sifma.org/Services/Standard-Forms-and-Documentation/Securitized-Products/Securitized-Products-Fails-Charge-Trading-Practice/
T – Your introducing broker receives compensation for directing customer orders for equity securities. The source and nature of such compensation received on this transaction, if any, will be furnished to you upon written request.
U – You may be eligible for breakpoint discounts based on the size of your purchase, current holdings or future purchases. The sales charge you paid may differ slightly from the Prospectus disclosed rate due to rounding calculations. Please refer to the Prospectus, Statement of Additional Information or contact your financial advisor for further information.
V - A paper copy of the offering document relating to this transaction is available, upon request, by calling 1-866-803 9204 during normal business hours.
W - These securities have not been registered under the US Securities Act of 1933, and may only be offered and sold pursuant to registration under the 1933 Act or an available exemption therefrom or in accordance with Regulation S.
X - These securities have not been registered under the US Securities Act of 1933, and were issued pursuant to the exemption provided by Section 3(c)(7) of the Investment Company Act of 1940. The securities may only be offered and sold (i) pursuant to registration under the 1933 Act or an exemption therefrom and (ii) in compliance with the provisions of Section 3(c)(7).
Y – To obtain a paper copy of the official statement, please call 877-430-3544 for domestic accounts or 347-643-6233 for international accounts. Alternatively, you may contact your sales representative or broker-dealer.
Z - A JPMCC affiliate is a market maker in the security. As a market maker, the JPMCC affiliate may have acted as principal, may have had a long or short position in the security, and may have profited or lost in connection with the transaction.

IF CALLABLE MUNICIPAL OR OTHER CALLABLE DEBT SECURITY TRANSACTION

With regard to any debt security subject to redemption before maturity, such debt security may be redeemed or called in whole or in part before maturity, and such a redemption could affect yield represented. Additional information available upon request.

NOTICE FOR J.P. MORGAN SECURITIES LLC CUSTOMERS - PAYMENT FOR ORDER FLOW

J.P. Morgan Securities LLC ("JPMS") may pay from time to time for certain order flow in the form of discounts, rebates, reductions of fees or credits. As a result of sending orders to certain trading centers, JPMS receives payment for order flow in the form of discounts, rebates, reductions of fees or credits. Under some circumstances, the amount of such remuneration may exceed the amount that JPMS is charged by such trading centers. This does not alter JPMS' policy to route customer orders to the trading center where it believes clients will receive the best execution, taking into account price, reliability, market depth, quality of service, speed, and efficiency. Additional details are available upon request.

In the event that a referenced code on the back of this confirmation is inconsistent with wording on the front of this confirmation, the language on the front of the confirmation shall control. Rev 07/13 B38x0F

TS001756

J.P.Morgan

OFFICE SERVICING YOUR ACCOUNT
J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179
(212) 270-6000

CLEARED THROUGH ITS
WHOLLY OWNED SUBSIDIARY

J.P. Morgan Clearing Corp.
Three Chase Metrotech Center
Brooklyn, New York 11245-0001

BERNSTEIN FAMILY INVST LLLP
950 PENINSULA CORP CIR #3010
BOCA RATON FL 33487-1387

[redacted]

Processing Date	**12/17/13**
Account Number	**242-09303 B4Q**
Settlement Account	**W32635**

CONFIRMATION

WE ARE PLEASED TO CONFIRM THE FOLLOWING TRANSACTION(S)

EQUITIES AND OPTIONS

Trade Date	Settlement Date	Bought/ Sold	Description	Symbol/ CUSIP	Quantity	Price	Money Type	Money Amount	Type	C	Trade Number
12/17/13	12/20/13	Sold	**AT&T INC** AVG PRICE SHOWN-DETAILS ON REQ UNSOLICITED	T 00206R102	750	33.82	Principal Comm/Comm Equiv Fee NET AMOUNT	25,365.00 100.00 0.45 25,264.55	DVP	8	80556
12/17/13	12/20/13	Sold	**MCDONALDS CORP** AVG PRICE SHOWN-DETAILS ON REQ UNSOLICITED	MCD 580135101	500	94.68	Principal Comm/Comm Equiv Fee NET AMOUNT	47,340.00 100.00 0.83 47,239.17	DVP	8	80544
12/17/13	12/20/13	Sold	**VERIZON COMMUNICATIONS** AVG PRICE SHOWN-DETAILS ON REQ UNSOLICITED	VZ 92343V104	650	47.60	Principal Comm/Comm Equiv Fee NET AMOUNT	30,940.00 100.00 0.54 30,839.46	DVP	8	80547

TS001757

John Hancock

ARBITRAGE INTERNATIONAL M
ATTN: LINDSAY GILES
950 PENINSULA CORPORATE CIRCLE
SUITE 3010
BOCA RATON FL 33487

596826 F008 6407 1OZ 1/2 --4-- 2900

SIMON L BERNSTEIN
7020 Lions Head Lane
Boca Raton FL 33496

THE TRUSTEES OF ARBITRAGE INTERNATIONAL MARKETING, INC. 401(K) PLAN

Contract Number: **85339**

Retirement Account

Your retirement account value as of 09/30/2013
$17,573.19

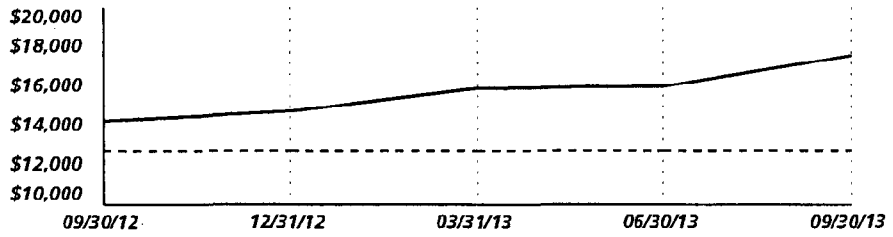
July 01, 2013 - September 30, 2013

Your personal rate of return

This period	**9.63%**
For last 12 months	**23.15%**
Since your account inception (Annualized)	**4.74%**

Looking back

Change in your account this period: **$1,543.07**



This period

Beginning balance	**$16,030.12**
Money in	
Employee money	0.00
Net change*	1,543.07
Ending balance	**$17,573.19**

*Gain/loss for your account is net of the fees shown in the "Your summary of charges" section.

You want to make sure your contributions continue working for the lifestyle you planned, both at retirement and beyond. Your plan contact can put you in touch with your local John Hancock USA representative to outline the many income-producing options open to you. Remember, you still have access to our website, where you can find a variety of resources, including articles, tools, calculators, and more. Visit us online at **www.jhpensions.com**.

Jan 11, 2012
- 3,235.00
- 4,150.00
Aug 2

Looking for help?

Important: Any inaccuracies in this statement must be reported to John Hancock USA within 45 days. See last page for details.
For questions about your account with John Hancock USA, visit **www.jhpensions.com**
or 1-800-395-1113 (1-800-363-0530 Español) Monday - Friday, 8am - 8pm ET.
Changing jobs or retiring? Call 1-888-695-4472 if you have questions about your distribution options.

43773

TS001758

Retirement account of:
SIMON L BERNSTEIN

John Hancock

Retirement Account

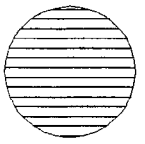
July 01, 2013 - September 30, 2013
Contract Number: **85339**

Your profile at a glance

Your current portfolio allocation

Your current portfolio is following an aggressive strategy. This strategy carries a high level of risk and assumes that you're a knowledgeable investor and comfortable with riding out any stock market cycles. Your portfolio profile description may change as the value of some of your investment options change over time, or if you change your strategy. Check your account profile periodically to help ensure that your current portfolio and your ongoing contributions are allocated in line with your desired investment strategy. Reviewing your strategy can be especially important if your financial circumstances or your life stage change. To make a change to your account, please call us at 1-800-395-1113 (English) or 1-800-363-0530 (Español), or go online at **www.jhpensions.com**.

	Account value	% of account
Growth	$0.00	0.00%
Aggressive Growth	17,573.19	100.00
Total account value	**$17,573.19**	

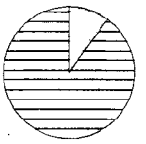


Current

Your ongoing contribution allocation

Your ongoing contributions are following an aggressive strategy. This strategy carries a high level of risk and assumes that you're a knowledgeable investor and comfortable with riding out any stock market cycles. Your portfolio profile description may change as the value of some of your investment options change over time, or if you change your strategy.

	% of ongoing contributions
Growth	10.00%
Aggressive Growth	90.00



Ongoing

What investment options make up your account

	Current portfolio	Ongoing instructions††	Units held as of 07/01/13	Units held as of 09/30/13	Unit value as of ✣ 07/01/13	Unit value as of ✣ 09/30/13	Value as of 07/01/13	Value as of 09/30/13
Growth								
Capital Appreciation Fund		10.00%	0	0	$14.000749	$15.690209	$0.00	$0.00
Aggressive Growth								
Legg Mason ClearBr Agg Growth		10.00	0	0	164.965977	178.951449	0.00	0.00
Inv Small Cap Growth		10.00	0	0	44.078428	48.883577	0.00	0.00
John Hancock Intl Growth	5.18	10.00	31.661746	31.615715	26.340536	28.766628	833.99	909.48
American Century Heritage	13.16	10.00	84.082631	83.959716	24.860362	27.534374	2,090.33	2,311.78
International Core Fund	12.27	10.00	48.855350	48.785527	39.186050	44.212283	1,914.45	2,156.92
Small Cap Growth Index	20.11	10.00	113.882750	113.717510	28.059336	31.072588	3,195.48	3,533.50
Mid Cap Stock Fund	16.18	10.00	113.798046	113.630619	22.998818	25.026037	2,617.23	2,843.73
Royce Opportunity	21.08	10.00	191.567226	191.287908	17.742413	19.369175	3,398.87	3,705.09
DFA Emerging Markets Value	12.02	10.00	53.316106	53.239122	37.132620	39.682914	1,979.77	2,112.69
Total account	**100.00%**	**100.00%**					**$16,030.12**	**$17,573.19**

†† *Your allocation instructions, as of 09/30/2013, are shown above.*

✣ *A unit value is the value of a unit in a sub-account (or Fund). Contributions to a sub-account purchase units of that Fund. A unit represents a portion of the sub-account's total assets.*

*You are allowed a maximum of two exchanges per month. After the exchange limit, you may move 100% of your account to a money market or stable value fund where it must remain for 30 days. Trading can resume only once the 30 days have expired. Also, additional restrictions may be imposed if it is determined that any exchange activity may disrupt or be potentially disruptive to an investment option, even though in compliance with our policy. For more information, visit **www.jhpensions.com**. Also check with your Plan Administrator for additional restrictions that may be imposed by your plan.*

(continued)

Retirement account of:

SIMON L BERNSTEIN

John Hancock

Retirement Account

July 01, 2013 - September 30, 2013

Contract Number: **85339**

What investment options make up your account *(continued)*

It is important for your long-term retirement security that your portfolio be well-balanced and diversified. If you invest more than 20% of your portfolio in any one industry or company, your savings may not be properly diversified. Market or other economic conditions generally have different impact on different asset categories. Although it is not a guarantee against loss, diversification among different types of investments can help you manage investment risk. In deciding how to invest your retirement savings, you should take into account all your assets, and other factors such as your financial goals, time horizons, and risk tolerance. It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals. For more information on individual investing and diversification, visit the Department of Labor's website at ***www.dol.gov/ebsa/investing.html****.*

Your summary of activity

		This period	Year-to-date since 01/01/2013	Since your account inception
Total Value on 07/01/2013	**$16,030.12**			
Employee money				
Beginning balance		**$16,030.12**	**$14,740.21**	**$0.00**
Transfers into the plan		0.00	0.00	20,500.00
Net change*		1,543.07	2,832.98	4,822.19
Withdrawals		0.00	0.00	-7,749.00
Balance of employee money	**$17,573.19**			
Total Value on 09/30/2013	**$17,573.19**			

If this option is available to your contract, your account transaction activity can be downloaded from our Web site using Intuit Quicken® or Microsoft® Money personal finance software. Log on to **www.jhpensions.com** for details.

*Gain/loss for your account is net of the fees shown in the "Your summary of charges" section.

Investment options and performance

Listed below are historical returns as of September 30, 2013 for your selected investment options in your group annuity contract. Past performance is no guarantee of future results. Historical returns may be helpful as a planning tool. Your actual results may vary. For more information, including the historical returns of all the investment options available to your group annuity contract, logon to **www.jhpensions.com**.

Ongoing instructions	Fund code	Investment options	Percentage compound average annual returns ✤ 3 Months	1 Year	3 Years	5 Years	10 Years
		Growth					
10.00%	119	Capital Appreciation Fund	12.06	20.61	16.07	11.76	7.82
		Aggressive Growth					
10.00%	051	Legg Mason ClearBr Agg Growth	8.48	31.96	21.93	14.62	8.05
10.00%	030	Inv Small Cap Growth	10.90	31.33	18.99	12.63	9.26
10.00%	203	John Hancock Intl Growth	9.21	21.88	10.84	7.93	N/A
10.00%	295	American Century Heritage	10.76	20.87	14.54	11.29	11.68
10.00%	013	International Core Fund	12.83	24.03	8.32	5.08	6.91
10.00%	224	Small Cap Growth Index	10.74	29.51	19.06	13.53	10.13
10.00%	004	Mid Cap Stock Fund	8.81	26.68	16.38	10.14	10.00
10.00%	183	Royce Opportunity	9.17	36.01	17.21	12.88	9.90
10.00%	211	DFA Emerging Markets Value	6.87	0.96	-3.84	6.17	14.11

Investment options and performance are as of September 30, 2013.

✤ *Performance data for a sub-account for any period prior to the date introduced is hypothetical based on the performance of the underlying portfolio. All other performance data is actual. Returns for any period greater than one year are annualized. Performance data reflects changes in the prices of investments, reinvestment of any dividends and capital gains, and deductions for the Annual Investment Charge. Performance does not reflect any contract-level or participant recordkeeping charges, which would otherwise reduce the total return for an account. Past performance is no guarantee of future results. An investment in a sub-account will fluctuate in value to reflect the investment results of the underlying portfolio and, when redeemed, may be more or less than original cost.*

(continued)

43774

Retirement account of:

SIMON L BERNSTEIN

John Hancock

Retirement Account

July 01, 2013 - September 30, 2013

Contract Number: **85339**

Your summary of charges

	This period
General administrative charges Your share of Plan fees for administrative services such as recordkeeping, consulting and administration.	-$25.63
Total	**-$25.63**

If you would like a detailed transaction history of the charges listed, go online at **www.jhpensions.com** to view your statement.

*Additional charges associated with the plan's administrative expenses for the quarter were paid from the total annual operating expenses of the investment options in which you are invested. For information related to the total annual operating expenses for each investment option, refer to the Investment Comparative Chart available at **www.jhpensions.com**. Speak to your plan administrator for details, or for any questions regarding the charges applicable to your account.*

Bulletin board

As a result of our ongoing monitoring and review processes, John Hancock makes changes to the investment options on our platform in the spring (April/May) and fall (October/November). To learn if any of the funds available to you are/were impacted by these changes, call us at 1-800-395-1113 or speak with your plan administrator.

Combine other retirement accounts into your plan

If you have other retirement accounts, such as a 401(k) plan with a former employer or an IRA, you can move those accounts into your 401(k) plan with John Hancock. It's easy, and we can help! Call 1-877-525-7655 to speak to a Consolidation Specialist. Note this service may not be available in some plans and plan restrictions apply.

Review this statement to ensure it accurately reflects your balances, investments, and any transactions during the period covered. You should report any discrepancies or inaccuracy to John Hancock USA within 45 days of the production date of this Statement. If you do not, you will be deemed to have approved of the accuracy of the Statement. John Hancock USA will not be responsible for any claimed damage resulting from a purported failure to carry out your investment instructions that is not brought to our attention within this 45 day period.

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NOT FDIC INSURED | MAY LOSE VALUE | NOT BANK GUARANTEED | NOT INSURED BY ANY GOVERNMENT AGENCY

Private Banking Client Services
IRA Full Account Transfer Checklist

Please fill out the BOLD sections and submit the IRA Full Account Transfer Checklist and all supporting documents through a Workstation Request.

ACCOUNT NAME: Chase Bank NA as Cust for Shirley Bernstein IRA

ACCOUNT NUMBER TO BE TRANSFERRED (One per Form): W32603008

IF INTERNAL, ACCOUNT TRANSFERRING TO: W32585007

ACCOUNT/RELATIONSHIP OFFICER NAME: Todd Adelstein

TEAM EXTENSION: 800-576-0938 **DATE:** 5/12/2011

Client Service to review and confirm (check each box to confirm task has been completed)

- ☑ Receive signed, authorized instructions to transfer account. (Receipt from client, transition team, or other third party)
- ☑ Contact Banker/Product Specialist and Lender (for Collateral Accounts), to inform them of the transfer request. Banker/Product Spec. may wish to call client in an attempt to retain business. View previous 3 months of transaction history in TECS to determine range of products.
- ☑ Review account for liens, collateral, credit risk and contact Credit Risk Management, if necessary
- ☑ Inform sales traders to discontinue trading activity, if applicable.
- ☑ Perform callback with client to verify transfer request. The following should be discussed with the client as appropriate:
  - ☐ DEBIT CARD (Contact appropriate parties to cancel debit card, if applicable.)
  - ☐ ACH/EFTS
  - ☐ STANDING PAYMENTS/INSTRUCTIONS
  - ☐ CREDIT
    - ☐ No pledge involved.
    - ☐ Pledge involved.
    - ☐ Account.
  - ☐ PRIVATE EQUITY, LLP, LLC, or OTHER
- ☑ Place callback stamp on transfer request.
- ☑ Facilitate mutual fund/securities liquidations, if applicable (Please note: Account Transition Team does not handle these requests).
- ☑ Confirmed if account holds Private Investments and notified the Investor and PB IRA Product Specialists of this transfer. (Please note: Account Transition Team does not transfer Private Investments).
- ☑ Confirmed if account holds Real Estate, Farm & Ranch, or Oil & Gas assets, and notified the appropriate team, (Please note: Account Transition Team does not transfer these types of assets).
  - ☐ Sent email to Real Estate Notice Account Closing
  - ☐ Sent email to Farm & Ranch Notice Account Closing
  - ☐ Sent email to Oil & Gas Notice Account Closing

Client Service: Please select only one of the follow options

One	One	IRA Transfer Options	For ATT use ONLY					
			Cash		Securities			
			Deliver Out	Receive In	Deliver Out		Receive In	
			OMNI Tax Code	OMNI Tax Code	OMNI Tax Code	Purpose Code	OMNI Tax Code	Purpose Code
☑		Trustee-to-trustee transfer any IRA	539	127	540	435	126	135
☐		Roth Conversion from Trad IRA <59 1/2 *	528	123	529	447	124	133
☐		Roth Conversion from Trad IRA >59 1/2 *	541	123	542	445	124	133
☐		Direct Rollover - receiver reporting as Roll Over	524	139	525	442	140	145
☐		Roth Recharacterization current year	544	118	546	441	119	137
☐		Roth Recharacterization prior year	588	118	589	448	119	137

☐ Other, explain: _____

* Please address any withholding Taxes and Required Minimum Distributions (RMDs), if applicable, before a Roth conversion.

***** *MUST BE COMPLETED IN ORDER TO PROCESS REQUEST* *****

ACCOUNT CLOSING?

○ NO Why? _____

◉ YES Please select one of the following Commissions Instructions:

- ☐ Waive Fees _____ (Please provide name of the Authorized Individual approving the waiver)
- ☑ Take Fees Through (Enter Date): 2/1/2011
- ☐ Charge Fees to Another Account: _____ Through (Enter Date): _____

Special Instructions

Reserve cash/sweep in the amount of _____

*To be used for outstanding checks, standing payments, etc. that client has requested to be paid against the account prior to closing.

Special Instructions/Remarks:

August-2010

J.P. Morgan IRA Account Application

J.P.Morgan

Required for IRA accounts in addition to the J.P. Morgan Personal Account Application

A. Account Information

Account Title JPMORGAN CHASE BANK NA AS CUSTODIAN FOR SHIRLEY BERNSTEIN IRA ROLLOVER

B. IRA Type

☐ Regular or Spousal ☒ Trustee to Trustee Transfer ☐ Rollover (including a direct rollover from an employer's plan)

C. Designation of Beneficiary(ies)

The following individual(s) or entity(ies) shall be my primary and/or contingent beneficiary(ies). **If neither primary nor contingent is indicated, the individual or entity will be deemed to be a primary beneficiary.** If more than one primary beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to own equal share percentages in the IRA. Multiple contingent beneficiaries with no share percentage indicated will also be deemed to share equally.

If any primary or contingent beneficiary dies before me, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my IRA. If I do not designate a valid beneficiary, or if all of my primary and contingent beneficiary(ies) predecease me, my estate will be the beneficiary.

Beneficiary Name 1 SIMON BERNSTEIN

Address 7020 LIONS HEAD LANE

City BOCA RATON State FL Zip 33496

Country USA Relationship SPOUSE Share % 100

☒ Primary ☐ Contingent

Date of Birth: 12-02-1945 (m m - d d - y y y y)

SSN#: 371-32-5211

Beneficiary Name 2

Address

City State Zip

Country Relationship Share %

☐ Primary ☐ Contingent

Date of Birth: (m m - d d - y y y y)

SSN#:

Beneficiary Name 3

Address

City State Zip

Country Relationship Share %

☐ Primary ☐ Contingent

Date of Birth: (m m - d d - y y y y)

SSN#:

Beneficiary Name 4

Address

City State Zip

Country Relationship Share %

☐ Primary ☐ Contingent

Date of Birth: (m m - d d - y y y y)

SSN#:

This application must be completed before Morgan will be able to provide financial services. I must also notify you of any future changes to any information contained in this application.

D. Agreement

I acknowledge that I have received a copy of Morgan's current fee schedule, and that the Trustee or Custodian is entitled to compensation at the rates stated in its regularly published schedules of compensation when payable, notwithstanding that such compensation may be greater than that now in effect. If no alternative payment instructions have been established, this individual retirement account will be charged accordingly. If my assets include Morgan-Advised Funds, or Morgan-managed and affiliated Funds, as defined in the General Terms, the fees with respect to those Funds are described in the prospectus and related materials. If I have elected brokerage with JPMSI, transaction and other fees will be charged under my Brokerage Account Agreement.

I understand that I may not elect a Line of Credit in connection with an IRA.

I understand that you do not give tax or legal advice, and that I am advised to consult a lawyer or tax advisor about tax, legal, and estate-planning issues affecting my accounts.

I assume complete responsibility for:

1. Determining that I am eligible for an IRA each year I make a contribution;
2. Insuring that all contributions I make are within the limits set by the tax laws;
3. The tax consequences of any contribution (including rollover contributions) and distribution.

I certify, as the accountholder signing below and under penalties of perjury, that the number on this application is my correct taxpayer identification number.

CONTINUED ON PAGE 2

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J.P. Morgan IRA Account Application

J.P.Morgan

Required for IRA accounts in addition to the J.P. Morgan Personal Account Application

If I have elected to open an Investment Management / Third Party Manager (discretionary) account, my IRA assets will be managed by a Morgan Affiliate as Trustee and the following Terms shall also apply:

My Agreement with the Trustee is comprised of this Application; the Trust IRA Investment Management Agreement (which is a 5305 Plan Agreement) and the Financial Disclosure and Disclosure Statement included with it; the provisions of the General Terms incorporated in it by reference; the Fee Schedules; Disclosures; and any Supplemental Forms. In addition, I am entering into the Investment Management Agreement and the Third Party Manager Advisory Agreement. By signing this Application, I acknowledge that I have received copies of, read, and agreed to, all the documents that comprise my Agreement with the Trustee, the Investment Management Agreement, and the Third Party Manager Advisory Agreement. I understand that the terms and conditions that apply to my Individual Retirement Account are contained in or referred to in the documents listed above, and the Investment Management Agreement. Within seven days from the date I open my IRA, I may revoke it without penalty by delivering a written notice to the Trustee.

If I have elected to open an Asset or Asset/Brokerage account to manage my IRA assets, then Morgan shall act as Custodian and the following terms shall also apply*:

My Agreement with the Custodian is comprised of this Application; the Custodial IRA Asset Account Agreement (which is a 5305-A Plan Agreement) and the Financial Disclosure and Disclosure Statement included with it; the provisions of the General Terms and of the Asset Account Agreement incorporated in it by reference; the Fee Schedules; Disclosures; and any Supplemental Forms. In addition, if I have completed the Brokerage Supplement, I am entering into the Brokerage Account Agreement with JPMSI. By signing this Application, I acknowledge that I have received copies of, read, and agreed to, all the documents that comprise my Agreement with the Custodian, and the Brokerage Account Agreement, if applicable. I understand that the terms and conditions that apply to my Individual Retirement Account are contained in or referred to in the documents listed above, other than the Brokerage Account Agreement. Within seven days from the date I open my IRA, I may revoke it without penalty by delivering a written notice to the Custodian.

* Chase Private Client brokerage accounts are with CISC. There is a separate CISC brokerage agreement that must be executed.

E. Signature

IRA Holder must sign below:

Signature of IRA Holder	Date	Print Name
	8/17/10	SHIRLEY BERNSTEIN
Authorized Signature of Trustee or Custodian	Date	Print Name
John M Christian	8-18-10	John G Christian

F. Spousal Consent – *This section must be completed*

Current Marital Status

☐ **I Am Not Married – I understand that if I become married in the future, I must complete a new IRA Designation of Beneficiaries Form.**

☒ **I Am Married – I understand that if I choose to designate a primary beneficiary other than my spouse, or in addition to my spouse, my spouse must sign below.**

I am the spouse of the above-named IRA holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the tax consequences of giving up my interest in this IRA, I have been advised to see a tax or legal advisor.

I hereby give the IRA holder any interest I have in the funds or property deposited in this IRA and consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by the Trustee or Custodian.

SPOUSE: SIGN HERE ONLY IF A PRIMARY BENEFICIARY OTHER THAN, OR IN ADDITION, TO YOU IS DESIGNATED.

Signature of Spouse	Date	Print Name

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J.P. Morgan Personal Account Application

J.P.Morgan

A. Account Owner(s) Information

Primary Account Owner:
Name SHIRLEY BERNSTEIN

Legal Address 7020 LIONS HEAD LN
City BOCA RATON State FL Zip 33496-5931
Country UNITED STATES State of Legal Residence FL
Phone 561-477-9096
Date of Birth: 06 - 29 - 1939 (m m - d d - y y y y)
SSN#: 347-30-9749
Citizenship:
☒ U.S. ☐ U.S. Permanent Resident Alien _____ Country of Citizenship
Name of Employer --
Occupation/Position HOMEMAKER
Address -- Phone --
City -- State -- Zip --

The following fields are required for Brokerage and IM Accounts:
Number of Dependents 0
Annual Income $ 0 Liquid Net Worth (inv. assets) $5,000,000 Net Worth excl. prim. res. $12,000,000

Joint Account Owner:
Name
Legal Address
City State Zip
Country State of Legal Residence
Phone
Date of Birth: __ __ - __ __ - __ __ __ __ (m m - d d - y y y y)
SSN#: ___-__-____
Citizenship:
☐ U.S. ☐ U.S. Permanent Resident Alien _____ Country of Citizenship
Name of Employer
Occupation/Position
Address Phone
City State Zip

The following field is required for Brokerage and IM Accounts:
Annual Income $

B. Account Information

Title of Account: SHIRLEY BERNSTEIN

☒ Individual ☐ Joint (JTWROS/JAWROS for TX residents) ☐ Tenants in Common ☐ Tenants by the Entirety
☐ Community Property ☐ In trust for (POD for TX residents) ☐ UTMA/UGMA ☐ Transfer on Death (TOD)

I have applied to open the following accounts (check all that apply):

☐ Checking Account ☐ Money Market Deposit Account/ Savings ☐ Investment Management/Third Party Manager/ Thematic Advisory Portfolio (TAP) (discretionary)
☒ Asset/Brokerage ☐ Asset/Brokerage with Private Asset Management Account
☐ Asset/Custody ☐ Asset/Custody with Private Asset Management Account

I hereby apply for a Line of Credit linked to my Asset Account ☐ Yes (U-1 form will be provided) ☐ No
Please be advised that if you have another account with the same feature, this is not applicable.

☒ Traditional IRA Asset/ Brokerage ☒ Traditional IRA Investment Management/Third Party Manager ☐ Roth IRA Asset/Brokerage ☐ Roth IRA Investment Management/Third Party Manager

Each account I open is subject to the security interest provisions in the Agreement (as defined below in "E. Agreement") and is pledged as Collateral for all my Obligations.

C. Authorized Persons for Information Access

The following individuals are authorized to inquire about and receive all information about my accounts and transactions, including access to account information made available on J.P. Morgan websites:

Name Name

D. Brokerage Information (required for JPNSI Brokerage accounts only*)

By checking the box below I consent to the electronic delivery of all information including, but not limited to, communications, prospectuses, and marketing and sales documents relating to my securities activity for all investment products including both registered and unregistered offerings.

☒ I may be notified by e-mail regarding the above (e-Mail Address: shirley - adelphia @ comcast.net)

Marital Status of Primary Account Owner: ☒ Married ☐ Single ☐ Divorced ☐ Widowed

Spouse Information (If spouse is not the joint account owner, please complete this section.)

Name SIMON BERNSTEIN Name of Employer LIFE INSURANCE CONCEPTS

Occupation/Position CHAIRMAN Annual Income ($)500,000

J.P. Morgan Personal Account Application

J.P.Morgan

D. *Continued* - Brokerage Information (required for Brokerage accounts only)

Investment Opportunities and Risk Tolerance

My objective for this account (check one): ☐ Capital Preservation ☐ Income Generation ☒ Capital Appreciation

Speculative or aggressive investments that may generate higher returns but may be riskier than other investments because I may lose all or part of my investment (check one):

☒ Are permitted in this account ☐ Are not permitted in this account

Primary source of income: ☒ Investments ☐ Compensation ☐ Pension ☐ Other _____

Please indicate the number of years of personal trading experience for the authorized party(s) on this account:

Stocks 30 Bonds 30 Structured Products 0 Options 20 Emerging Markets 10 Hedge Funds/Private Placements 10

I currently have brokerage accounts with the following firms: OPPENHEIMER FUNDS

Authorized Persons for Brokerage Trading

The following individuals shall be authorized to trade in the account (a Power of Attorney will be provided).

Name _____ Name _____

Affiliations (all account owners)

I, my spouse or another family member is, or has been, a director, corporate officer, control person, affiliate or an owner of 10% of a public corporation's stock: ☐ Yes ☑ No

If yes, name of person _____ Name of corporation _____

If yes, is the corporation traded publicly on a U. S. stock exchange? ☐ Yes ☑ No

I, my spouse or another family member or an individual controlling the account is employed by or associated with a U.S. Broker-Dealer: ☐ Yes ☑ No

If yes, name of Broker-Dealer _____ Name of employee/associated person _____

If yes, Broker-Dealer must provide written permission on corporate letterhead to open a Brokerage or Margin Account.

Custodian (if applicable)

☒ JPMorgan Chase Bank, N.A. ☐ Other (please specify) _____

Margin Account Requested?

☐ Yes ☒ No

Options trading (required for exchange traded options, over-the-counter traded options or structured products)

☒ Yes (a Derivatives Approval form will be required) ☐ No

E. Agreement

I have read, understand and agree to this application and either the General Terms for Accounts and Services and the Account Agreement or, for certain checking or savings deposit accounts, the Account Rules and Regulations (in each case, our "Agreement"). The Agreement, with amendments from time to time, generally will apply to any future account, product or service that we agree upon orally, electronically or otherwise, although certain accounts, products or services may require additional documentation. This Agreement (including this application) is a security agreement** under Article 9 of the Uniform Commercial Code, as amended from time to time. I have read and consent to the terms of J.P. Morgan's Private Bank and Private Wealth Management Privacy Policy, including the manner in which my information is received and used, and that upon opening an account with J.P. Morgan's Private Bank or Private Wealth Management (together described as the "Private Client Businesses" in the Policy) my information will be used by one or more members of the Private Client Businesses' family of companies (as listed in the Policy) in order to make available to me the products and services available through the Private Client Businesses. ***

* Chase Private Client brokerage accounts are with CISC. There is a separate CISC brokerage agreement that must be executed.

** Chase Private Clients are not entering into a security agreement. *** Chase Private Clients are subject to the Chase Privacy Policy.

F. Pre-dispute Arbitration

By signing below, I acknowledge agreement to arbitrate any controversies arising out of the Margin or Brokerage Agreements with J.P. Morgan Securities Inc.*, in accordance with paragraph 11 of the Brokerage Agreement that I have received. Paragraph 11 is located on pages 5-7 of the standalone Brokerage Account Agreement, or on pages 14-15 of the General Terms for Accounts and Services.

G. Signature

All accountholders are required to sign below. **Please note:** any changes not initialed by you, or any information that remains missing on these forms will cause a delay in opening your account and may require us to send the application back to you.

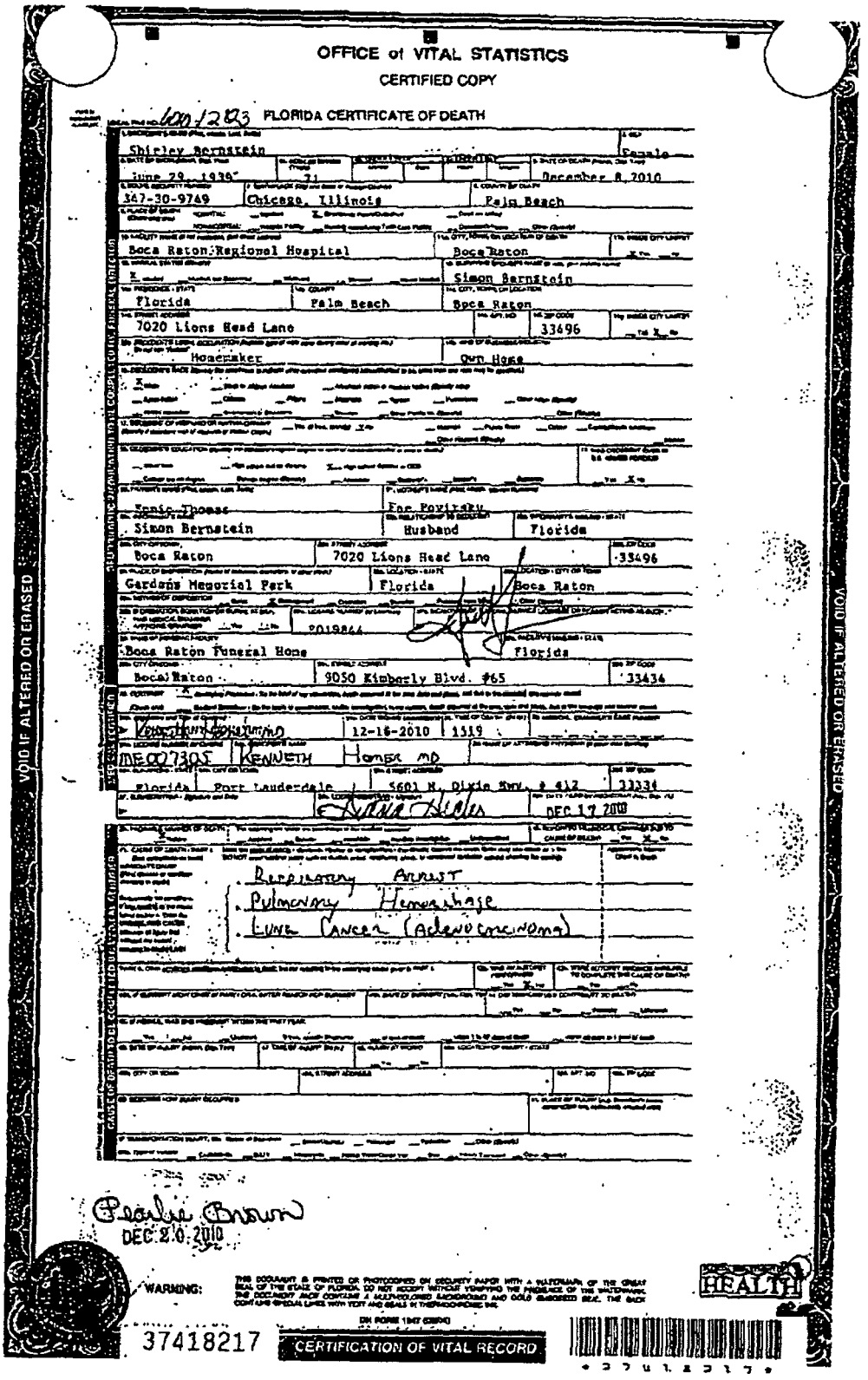
⇨ _____ Date 8/17/10 SHIRLEY BERNSTEIN

Signature (Accountholder) Date Print Name

⇨ _____ _____ _____

Signature (Accountholder) Date Print Name

TS001766



OFFICE of VITAL STATISTICS

CERTIFIED COPY

1001283 FLORIDA CERTIFICATE OF DEATH

Shirley Bernstein — Female

June 29, 1939 — 71 — December 8, 2010

347-30-9749 — Chicago, Illinois — Palm Beach

Boca Raton Regional Hospital — Boca Raton — Simon Bernstein

Florida — Palm Beach — Boca Raton

7020 Lions Head Lane — 33496

Homemaker — Own Home

Sonia Thoese — For Povitsky

Simon Bernstein — Husband — Florida

Boca Raton — 7020 Lions Head Lane — 33496

Gardens Memorial Park — Florida — Boca Raton

9019844

Boca Raton Funeral Home — Florida

Boca Raton — 9050 Kimberly Blvd. #65 — 33434

12-16-2010 — 1519

ME0073OS — KENNETH Homer MD

Florida — Fort Lauderdale — 5601 N. Dixie Hwy. # 412 — 33334

DEC 17 2010

1. Respiratory Arrest
2. Pulmonary Hemorrhage
3. Lung Cancer (Adenocarcinoma)

Charlie Crist
DEC 20 2010

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK. THE DOCUMENT ALSO CONTAINS A MULTICOLORED BACKGROUND AND GOLD EMBOSSED SEAL. THE BACK CONTAINS SPECIAL LINES WITH TEXT AND SEALS IN THERMOCHROMIC INK.

HEALTH

DH FORM 1947 (03/04)

37418217

CERTIFICATION OF VITAL RECORD

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

101566192

J.P. Morgan IRA Account Application

J.P.Morgan

Required for IRA accounts in addition to the J.P. Morgan Personal Account Application

A. Account Information

Account Title JPMORGAN CHASE BANK NA, AS CUSTODIAN FOR SIMON BERNSTEIN IRA ROLLOVER

B. IRA Type

☐ Regular or Spousal ☒ Trustee to Trustee Transfer ☐ Rollover (including a direct rollover from an employer's plan)

C. Designation of Beneficiary(ies)

The following individual(s) or entity(ies) shall be my primary and/or contingent beneficiary(ies). **If neither primary nor contingent is indicated, the individual or entity will be deemed to be a primary beneficiary.** If more than one primary beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to own equal share percentages in the IRA. Multiple contingent beneficiaries with no share percentage indicated will also be deemed to share equally.

If any primary or contingent beneficiary dies before me, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my IRA. If I do not designate a valid beneficiary, or if all of my primary and contingent beneficiary(ies) predecease me, my estate will be the beneficiary.

Beneficiary Name 1 SHIRLEY BERNSTEIN

Address 7020 LIONS HEAD LN

City BOCA RATON State FL Zip 334965931

Country US Relationship SPOUSE Share % 100

☒ Primary ☐ Contingent

Date of Birth: 06-29-1939 (m m - d d - y y y y)

SSN#: 347-30-9749

Beneficiary Name 2

Address

City State Zip

Country Relationship Share %

☐ Primary ☐ Contingent

Date of Birth: (m m - d d - y y y y)

SSN#:

Beneficiary Name 3

Address

City State Zip

Country Relationship Share %

☐ Primary ☐ Contingent

Date of Birth: (m m - d d - y y y y)

SSN#:

Beneficiary Name 4

Address

City State Zip

Country Relationship Share %

☐ Primary ☐ Contingent

Date of Birth: (m m - d d - y y y y)

SSN#:

This application must be completed before Morgan will be able to provide financial services. I must also notify you of any future changes to any information contained in this application.

D. Agreement

I acknowledge that I have received a copy of Morgan's current fee schedule, and that the Trustee or Custodian is entitled to compensation at the rates stated in its regularly published schedules of compensation when payable, notwithstanding that such compensation may be greater than that now in effect. If no alternative payment instructions have been established, this individual retirement account will be charged accordingly. If my assets include Morgan-Advised Funds, or Morgan-managed and affiliated Funds, as defined in the General Terms, the fees with respect to those Funds are described in the prospectus and related materials. If I have elected brokerage with JPMSI, transaction and other fees will be charged under my Brokerage Account Agreement.

I understand that I may not elect a Line of Credit in connection with an IRA.

I understand that you do not give tax or legal advice, and that I am advised to consult a lawyer or tax advisor about tax, legal, and estate-planning issues affecting my accounts.

I assume complete responsibility for:

1. Determining that I am eligible for an IRA each year I make a contribution;
2. Insuring that all contributions I make are within the limits set by the tax laws;
3. The tax consequences of any contribution (including rollover contributions) and distribution.

I certify, as the accountholder signing below and under penalties of perjury, that the number on this application is my correct taxpayer identification number.

CONTINUED ON PAGE 2

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J.P. Morgan IRA Account Application

J.P.Morgan

Required for IRA accounts in addition to the J.P. Morgan Personal Account Application

If I have elected to open an Investment Management /Third Party Manager (discretionary) account, my IRA assets will be managed by a Morgan Affiliate as Trustee and the following Terms shall also apply:

My Agreement with the Trustee is comprised of this Application; the Trust IRA Investment Management Agreement (which is a 5305 Plan Agreement) and the Financial Disclosure and Disclosure Statement included with it; the provisions of the General Terms incorporated in it by reference; the Fee Schedules; Disclosures; and any Supplemental Forms. In addition, I am entering into the Investment Management Agreement and the Third Party Manager Advisory Agreement. By signing this Application, I acknowledge that I have received copies of, read, and agreed to, all the documents that comprise my Agreement with the Trustee, the Investment Management Agreement, and the Third Party Manager Advisory Agreement. I understand that the terms and conditions that apply to my Individual Retirement Account are contained in or referred to in the documents listed above, and the Investment Management Agreement. Within seven days from the date I open my IRA, I may revoke it without penalty by delivering a written notice to the Trustee.

If I have elected to open an Asset or Asset/Brokerage account to manage my IRA assets, then Morgan shall act as Custodian and the following terms shall also apply*:

My Agreement with the Custodian is comprised of this Application; the Custodial IRA Asset Account Agreement (which is a 5305-A Plan Agreement) and the Financial Disclosure and Disclosure Statement included with it; the provisions of the General Terms and of the Asset Account Agreement incorporated in it by reference; the Fee Schedules; Disclosures; and any Supplemental Forms. In addition, if I have completed the Brokerage Supplement, I am entering into the Brokerage Account Agreement with JPMSI. By signing this Application, I acknowledge that I have received copies of, read, and agreed to, all the documents that comprise my Agreement with the Custodian, and the Brokerage Account Agreement, if applicable. I understand that the terms and conditions that apply to my Individual Retirement Account are contained in or referred to in the documents listed above, other than the Brokerage Account Agreement. Within seven days from the date I open my IRA, I may revoke it without penalty by delivering a written notice to the Custodian.

* Chase Private Client brokerage accounts are with CISC. There is a separate CISC brokerage agreement that must be executed.

E. Signature

IRA Holder must sign below:

Signature of IRA Holder	Date	Print Name
	8/17/10	SIMON BERNSTEIN
John H Christian	8-18-10	John G. Christian
Authorized Signature of Trustee or Custodian	Date	Print Name

F. Spousal Consent – *This section must be completed*

Current Marital Status

☐ **I Am Not Married – I understand that if I become married in the future, I must complete a new IRA Designation of Beneficiaries Form.**

☒ **I Am Married – I understand that if I choose to designate a primary beneficiary other than my spouse, or in addition to my spouse, my spouse must sign below.**

I am the spouse of the above-named IRA holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the tax consequences of giving up my interest in this IRA, I have been advised to see a tax or legal advisor.

I hereby give the IRA holder any interest I have in the funds or property deposited in this IRA and consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by the Trustee or Custodian.

SPOUSE: SIGN HERE ONLY IF A PRIMARY BENEFICIARY OTHER THAN, OR IN ADDITION, TO YOU IS DESIGNATED.

Signature of Spouse	Date	Print Name

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SIMON BERNSTEIN
C/O ARBITRAGE INT'L MARKETING
950 PENINSULA CORPORATE CIR STE 3010
BOCA RATON FL 33487-1387

TS001770

Account Summary

	Account Number	Beginning Net Market Value	Ending Net Market Value	Change In Value	Start on Page
Investment Account(s)					
SIMON BERNSTEIN TOD S BERNSTEIN	W32578002[1]	0.00	0.00	0.00	4
SIMON BERNSTEIN TOD S BERNSTEIN	24208956[2]	0.00	0.00	0.00	5
SIMON BERNSTEIN IRA ROLLOVER	W32585007[1]	357,731.20	759,529.38	401,798.18	6
Total Value		**$357,731.20**	**$759,529.38**	**$401,798.18**	
Statement Disclosures					21

This account summary is provided for informational purposes and includes assets at different entities.

(1) Assets held at JPMorgan Chase Bank, N.A., member Federal Deposit Insurance Corporation ("FDIC"), except for exchange-listed options, which are held at JPMorgan Clearing Corporation ("JPMCC"). The Asset Account Statement reflects brokerage transactions executed through J.P. Morgan Securities LLC ("JPMS"), see "Portfolio Activity Detail". Equity securities, fixed income securities, and listed options transactions are generally cleared through JPMCC, a wholly owned subsidiary of JPMS. Please see "Additional Information About Your Accounts" at the end of the Asset Account Statement.

(2) Assets held in Margin Account at JPMCC, member Financial Regulatory Authority ("FINRA") and Securities Insurance Protection Corporation ("SIPC"). The Margin Account Statement reflects brokerage transactions executed by JPMS, see "Portfolio Activity Detail". Such transactions are cleared and carried through JPMCC.

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

Client News

Switch to Paperless and Plant a Tree

J.P. Morgan is partnering with the Arbor Day Foundation to plant a tree for every statement or document you switch to paperless delivery - it's easy to make the switch. To go paperless, please log into jpmorganonline.com and select the "Statements & Documents" tab and then select the "Go paperless and stop receiving paper statements" link. Or, contact your J.P. Morgan Service Team for assistance.

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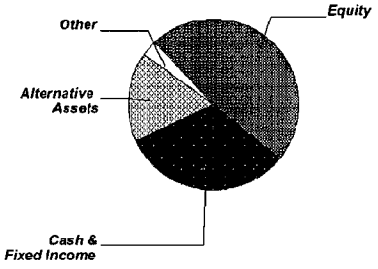
TS001772

Consolidated Summary

INVESTMENT ACCOUNTS

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Equity	184,568.49	376,772.19	192,203.70	6,046.58	50%
Alternative Assets	70,961.41	129,185.69	58,224.28	211.25	17%
Cash & Fixed Income	102,201.23	244,606.13	142,404.90	10,215.98	32%
Other	0.00	8,964.89	8,964.89		1%
Market Value	**$357,731.13**	**$759,528.90**	**$401,797.77**	**$16,473.81**	**100%**
Accruals	0.07	0.48	0.41		
Market Value with Accruals	**$357,731.20**	**$759,529.38**	**$401,798.18**		

Asset Allocation



Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**357,731.13**	**330,378.96**
Net Contributions/Withdrawals	404,165.48	404,140.21
Income & Distributions	640.07	2,770.95
Change in Investment Value	(3,007.78)	22,238.78
Ending Market Value	**$759,528.90**	**$759,528.90**
Accruals	0.48	0.48
Market Value with Accruals	**$759,529.38**	**$759,529.38**

This Consolidated Summary shows all of your investments at J.P. Morgan other than investments we hold in trust for you. These investments may be held in custody or investment management account at JPMorgan Chase Bank, N.A. (the "Bank") or in a brokerage or margin account at J.P. Morgan Clearing Corp. ("JPMCC"). Brokerage and margin accounts are non-discretionary and all investment decisions are made by the client. J.P. Morgan Securities LLC ("JPMS") does not provide advice on asset allocation or investment management services, nor do its personnel take discretion over any client accounts. Such advice and services are provided exclusively by the Bank.

J.P.Morgan

TS001773

Consolidated Summary CONTINUED

INVESTMENT ACCOUNT(S) YEAR-TO-DATE

Portfolio Activity	Account Number	Beginning Market Value	Net Contributions/ Withdrawals	Income & Distributions	Change in Investment Value	Ending Market Value with Accruals
SIMON BERNSTEIN TOD S BERNSTEIN	W32578002	0.00	(25.27)		25.27	0.00
SIMON BERNSTEIN IRA ROLLOVER	W32585007	330,378.96	404,165.48	2,770.95	22,213.51	759,529.38
Total Value		**$330,378.96**	**$404,140.21**	**$2,770.95**	**$22,238.78**	**$759,529.38**

Tax Summary	Account Number	Taxable Income	Tax-Exempt Income	Other Income & Receipts	Realized Gain/Loss Short-term	Realized Gain/Loss Long-term	Unrealized Gain/Loss[1]
SIMON BERNSTEIN IRA ROLLOVER	W32585007	2,770.95			(905.34)	(24.01)	316,993.99

[1]Unrealized Gain/Loss represents data from the time of account inception to the current statement period.

TS001774

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

SIMON BERNSTEIN TOD S BERNSTEIN ACCT. W32578002
For the Period 5/1/11 to 5/31/11

Asset Account

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

No market value or activity to report during this period

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

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TS001776

Margin Account

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

Transactions cleared and carried through J.P. Morgan Clearing Corp. - Three Chase Metrotech Center, Brooklyn, NY 11245-0001, (347) 643-2578

No market value or activity to report during this period

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

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TS001778

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

SIMON BERNSTEIN IRA ROLLOVER ACCT. W32585007
For the Period 5/1/11 to 5/31/11

Asset Account

J.P. Morgan Team		
Todd Adelstein	Banker	561/995-5053
Christopher Prindle	Investment Specialist	561/838-4669
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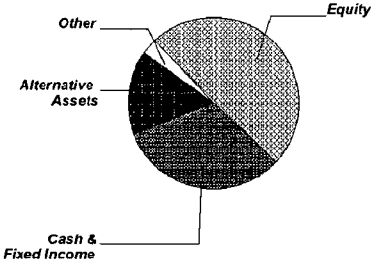
For important information regarding your accounts refer to the rear of your statement

Account Summary

Asset Allocation	Beginning Market Value	Ending Market Value	Change In Value	Estimated Annual Income	Current Allocation
Equity	184,568.49	376,772.19	192,203.70	6,046.58	51%
Alternative Assets	70,961.41	129,185.69	58,224.28	211.25	16%
Cash & Fixed Income	102,201.23	244,606.13	142,404.90	10,215.98	32%
Other	0.00	8,964.89	8,964.89		1%
Market Value	**$357,731.13**	**$759,528.90**	**$401,797.77**	**$16,473.81**	**100%**
Accruals	0.07	0.48	0.41		
Market Value with Accruals	**$357,731.20**	**$759,529.38**	**$401,798.18**		

Asset Allocation



Portfolio Activity	Current Period Value	Year-to-Date Value
Beginning Market Value	**357,731.13**	**330,378.96**
Contributions	25,465.99	25,465.99
Securities Transferred In	378,699.49	378,699.49
Net Contributions/Withdrawals	**$404,165.48**	**$404,165.48**
Income & Distributions	640.07	2,770.95
Change In Investment Value	(3,007.78)	22,213.51
Ending Market Value	**$759,528.90**	**$759,528.90**
Accruals	0.48	0.48
Market Value with Accruals	**$759,529.38**	**$759,529.38**

Account Summary CONTINUED

Tax Summary	Current Period Value	Year-to-Date Value
Domestic Dividends/Distributions	640.00	2,769.56
Interest Income	0.07	1.39
Taxable Income	**$640.07**	**$2,770.95**

	Current Period Value	Year-to-Date Value
ST Realized Gain/Loss		(905.34)
LT Realized Gain/Loss		(24.01)
Realized Gain/Loss		**($929.35)**

	To-Date Value
Unrealized Gain/Loss	**$316,993.99**

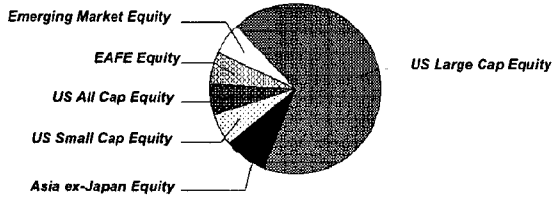
Cost Summary	Cost
Equity	271,427.33
Cash & Fixed Income	66,574.65
Other	10,035.37
Total	**$348,037.35**

Equity Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
US Large Cap Equity	127,180.10	253,973.13	126,793.03	35%
US Small Cap Equity	10,669.63	23,511.93	12,842.30	3%
US All Cap Equity	12,300.26	26,475.52	14,175.26	3%
EAFE Equity	10,343.98	21,845.12	11,501.14	3%
Asia ex-Japan Equity	12,482.14	26,714.55	14,232.41	4%
Emerging Market Equity	11,592.38	24,251.94	12,659.56	3%
Total Value	**$184,568.49**	**$376,772.19**	**$192,203.70**	**51%**

Market Value/Cost	Current Period Value
Market Value	376,772.19
Tax Cost	271,427.33
Unrealized Gain/Loss	105,344.86
Estimated Annual Income	6,046.58
Yield	1.60%

Asset Categories



Equity as a percentage of your portfolio - 51 %

Equity Detail

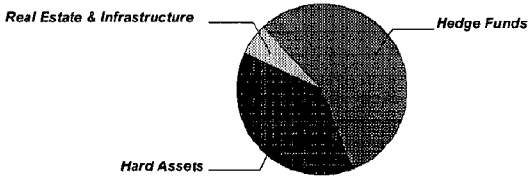
	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US Large Cap Equity							
HUSSMAN STRATEGIC GROWTH FUND 448108-10-0 HSGF X	12.26	2,253.903	27,632.85	29,582.29	(1,949.44)	63.10	0.23%
ISHARES RUSSELL 1000 VALUE INDEX FUND 464287-59-8 IWD	69.74	1,135.000	79,154.90	53,320.81	25,834.09	1,506.14	1.90%
ISHARES RUSSELL 1000 GROWTH INDEX FUND 464287-61-4 IWF	61.77	806.000	49,786.62	32,403.66	17,382.96	610.14	1.23%
ISHARES DJ SELECT DIVIDEND INDEX FUND 464287-16-8 DVY	54.11	913.000	49,402.43	32,299.02	17,103.41	1,598.66	3.24%
MORGAN STANLEY TECHNOLOGY ETF 78464A-10-2 MTK	68.29	477.000	32,574.33	17,877.74	14,696.59	145.00	0.45%
SECTOR SPDR TRUST S/B/I-ENERGY 81369Y-50-6 XLE	77.11	200.000	15,422.00	15,219.74	202.26	209.80	1.36%
Total US Large Cap Equity			**$253,973.13**	**$180,703.26**	**$73,269.87**	**$4,132.84**	**1.63%**
US Small Cap Equity							
VANGUARD HEALTH CARE ETF 92204A-50-4 VHT	65.13	361.000	23,511.93	16,876.22	6,635.71	353.41	1.50%

	Price	Quantity	Value	Adjusted Tax Cost / Original Cost	Unrealized Gain/Loss	Est. Annual Inc. / Accrued Div.	Yield
US All Cap Equity							
GATEWAY TRUST FUND 367829-20-7 GATE X	26.89	984.586	26,475.52	23,210.86	3,264.66	404.66	1.53%
EAFE Equity							
ISHARES MSCI EAFE INDEX FUND 464287-46-5 EFA	62.06	352.000	21,845.12	16,057.89	5,787.23	491.74	2.25%
Asia ex-Japan Equity							
T ROWE PRICE INTERNATIONAL FUNDS INC NEW ASIA FUND 77956H-50-0 PRAS X	19.82	1,347.858	26,714.55	21,991.79	4,722.76	121.30	0.45%
Emerging Market Equity							
I SHARES S&P LATIN AMERICAN 40 INDEX FUND 464287-39-0 ILF	52.38	463.000	24,251.94	12,587.31	11,664.63	542.63	2.24%

Alternative Assets Summary

Asset Categories	Beginning Estimated Value	Ending Estimated Value	Change In Value	Current Allocation
Hedge Funds	32,386.78	69,972.81	37,586.03	9%
Real Estate & Infrastructure	10,587.27	10,746.48	159.21	1%
Hard Assets	27,987.36	48,466.40	20,479.04	6%
Total Value	**$70,961.41**	**$129,185.69**	**$58,224.28**	**16%**

Asset Categories



Alternative Assets as a percentage of your portfolio - 16 %

Alternative Assets Detail

	Price	Quantity	Estimated Value	Cost
Hedge Funds				
JPM TR I HIGHBRIDGE STATISTICAL -SEL 4812A2-43-9 HSKS X	15.45	2,535.905	39,179.73	41,024.66
THE ARBITRAGE FUND-R 03875R-10-6 ARBF X	12.77	2,411.361	30,793.08	28,843.33
Total Hedge Funds			**$69,972.81**	**$69,867.99**

	Quantity/Original Commitment Amount	Cost/Net Capital Called Since Inception	Net Distributions Since Inception	Estimated Value	Est. Annual Inc. Accrued Div.	Yield
Real Estate & Infrastructure						
JPM US REAL ESTATE FD - SEL 4812C0-61-3 SUIE X	612.34	10,054.63		10,746.48	211.25	1.97%

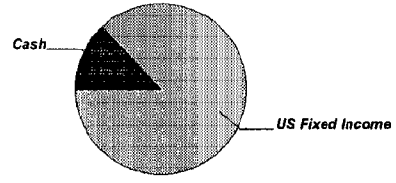
Amounts shown above under "Estimated Value" for private equity funds are estimates based on the latest fund values received from each underlying fund, which value may be as of a date (underlying fund value date) prior to the period covered by this statement. The values provided by the underlying fund have been adjusted for any cash flows between your account and such fund that have occurred subsequent to the underlying fund value date to derive the "Estimated Value". Therefore, such "Estimated Value" may not reflect the value of your interest shown on any fund's actual books and records as of the date of this statement. For additional information, please contact your J.P. Morgan representative.
For private equity funds, Estimated Values are based on estimates provided by the underlying funds that are generally presented on a US GAAP basis, which records investments at fair value, or "marked-to-market". Most of these underlying funds also present their audited financial statements on a US GAAP basis (i.e., "marked-to-market"). However, some of these underlying funds present their audited financial statements using the Income Tax Basis of Accounting, which records investments "at cost" based on the accrual basis of accounting for Federal income taxes. Where the underlying fund provides periodic estimates on a "marked-to-market" basis but reflects investments "at cost" in its audited financial statements, the marked-to-market Estimated Value shown herein for a private equity fund may be materially different from the value reflected on such fund's audited financial statements (which are also based on the audited financial statements of the underlying fund).

	Price	Quantity	Estimated Value	Cost
Hard Assets				
ISHARES SILVER TRUST 46428Q-10-9 SLV	37.60	1,289.000	48,466.40	14,574.94

Cash & Fixed Income Summary

Asset Categories	Beginning Market Value	Ending Market Value	Change In Value	Current Allocation
Cash	2,991.49	28,515.67	25,524.18	4%
US Fixed Income	99,209.74	216,090.46	116,880.72	28%
Total Value	**$102,201.23**	**$244,606.13**	**$142,404.90**	**32%**

Asset Categories



Market Value/Cost	Current Period Value
Market Value	244,606.13
Tax Cost	66,574.65
Unrealized Gain/Loss	178,031.48
Estimated Annual Income	10,215.98
Accrued Interest	0.48
Yield	4.17%

Cash & Fixed Income as a percentage of your portfolio - 32 %

SUMMARY BY MATURITY

Cash & Fixed Income	Market Value	% of Bond Portfolio
0-6 months[1]	244,606.13	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.

SUMMARY BY TYPE

Cash & Fixed Income	Market Value	% of Bond Portfolio
Cash	28,515.67	11%
Mutual Funds	216,090.46	89%
Total Value	**$244,606.13**	**100%**

Note: [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.

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	28,515.67	28,515.67	28,515.67		8.55 0.48	0.03% [1]
US Fixed Income							
LOOMIS SAYLES FDS I BOND FD RETAIL 543495-83-2	14.95	7,822.54	116,946.91	4,444.97	112,501.94	6,046.82	5.17%
LORD ABBET INVT TR TOTAL RETURN A 543916-84-5	10.90	6,079.70	66,268.75	4,244.60	62,024.15	2,632.51	3.97%
ISHARES IBOXX $ INVESTMENT GRADE CORPORATE BOND FUND 464287-24-2	111.44	295.00	32,874.80	29,369.41	3,505.39	1,528.10	4.65%
Total US Fixed Income			**$216,090.46**	**$38,058.98**	**$178,031.48**	**$10,207.43**	**4.72%**

Other Summary

Asset Categories	Beginning Estimated Value	Ending Estimated Value	Change In Value	Current Allocation
Other	0.00	8,964.89	8,964.89	1%

Market Value/Cost	Current Period Value
Estimated Value	8,964.89
Tax Cost	10,035.37
Estimated Gain/Loss	(1,070.48)

Other Detail

	Price	Quantity	Value	Adjusted Cost / Original Cost	Unrealized Gain/Loss	Accruals
Other						
RYDEX SER FDS MGD FUTRS CL H 78356A-49-1 RYMF X	25.98	345.069	8,964.89	10,035.37	(1,070.48)	

Portfolio Activity Summary

Transactions	Current Period Value	Year-To-Date Value*
Beginning Cash Balance	**2,991.49**	--
INFLOWS		
Income	640.07	2,770.95
Contributions	25,465.99	25,465.99
Total Inflows	**$26,106.06**	**$28,236.94**
TRADE ACTIVITY		
Settled Sales/Maturities/Redemptions		7,708.92
Settled Securities Purchased	(581.88)	(27,197.89)
Total Trade Activity	**($581.88)**	**($19,488.97)**
Ending Cash Balance	**$28,515.67**	--

* 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

INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit Amount	Amount
5/2	Interest Income	DEPOSIT SWEEP INTEREST FOR APR. @ .03% RATE ON NET AVG COLLECTED BALANCE OF $2,979.82 AS OF 05/01/11			0.07
5/3	Div Domest	LORD ABBET INVT TR TOTAL RETURN A @ 0.035 PER SHARE AS OF 04/29/11 (ID: 543916-84-5)	2,814.780	0.035	97.35
5/6	Div Domest	ISHARES IBOXX $ INVESTMENT GRADE CORPORATE BOND FUND @ 0.427385 PER SHARE (ID: 464287-24-2)	136.000	0.427	58.12
5/13	IRA NonCashTransfr	ISHARES DJ SELECT DIVIDEND INDEX FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 464287-16-8)	490.000 17,356.76		
5/13	IRA NonCashTransfr	ISHARES IBOXX $ INVESTMENT GRADE CORPORATE BOND FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 464287-24-2)	159.000 15,796.79		
5/13	IRA NonCashTransfr	I SHARES S&P LATIN AMERICAN 40 INDEX FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 464287-39-0)	249.000 6,810.28		
5/13	IRA NonCashTransfr	ISHARES MSCI EAFE INDEX FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 464287-46-5)	189.000 8,635.17		
5/13	IRA NonCashTransfr	ISHARES RUSSELL 1000 VALUE INDEX FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 464287-59-8)	609.000 28,650.08		
5/13	IRA NonCashTransfr	ISHARES RUSSELL 1000 GROWTH INDEX FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 464287-61-4)	433.000 17,399.03		

INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit Amount	Amount
5/13	IRA NonCashTransfr	ISHARES SILVER TRUST ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 46428Q-10-9)	692.000 7,868.24		
5/13	IRA NonCashTransfr	MORGAN STANLEY TECHNOLOGY ETF ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 78464A-10-2)	256.000 9,437.23		
5/13	IRA NonCashTransfr	VANGUARD HEALTH CARE ETF ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 92204A-50-4)	194.000 8,946.52		
5/13	IRA NonCashTransfr	JPM TR I HIGHBRIDGE STATISTICAL -SEL ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD CLIENT REF 101522562 (ID: 4812A2-43-9)	1,360.867 22,020.57		
5/13	IRA Cash Transfer	TRANSFER FROM ASSET A/C TO ASSET A/C.			25,465.72
5/17	IRA NonCashTransfr	THE ARBITRAGE FUND-R ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD (ID: 03875R-10-6)	1,294.124 15,431.29		
5/17	IRA NonCashTransfr	GATEWAY TRUST FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD (ID: 367629-20-7)	528.514 12,440.64		
5/17	IRA NonCashTransfr	HUSSMAN STRATEGIC GROWTH FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD (ID: 448108-10-0)	1,209.387 15,883.21		
5/17	IRA NonCashTransfr	LOOMIS SAYLES FDS I BOND FD RETAIL ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD (ID: 543495-83-2)	4,180.763 2,125.55		
5/17	IRA NonCashTransfr	LORD ABBET INVT TR TOTAL RETURN A ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD (ID: 543916-84-5)	3,264.922 2,294.19		
5/17	IRA NonCashTransfr	T ROWE PRICE INTERNATIONAL FUNDS INC NEW ASIA FUND ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD (ID: 77956H-50-0)	723.439 11,835.24		

INFLOWS & OUTFLOWS

Settle Date	Type / Selection Method	Description	Quantity / Cost	Per Unit Amount	Amount
5/17	IRA NonCashTransfr	RYDEX SER FDS MGD FUTRS CL H ASSET TRANSFER FROM A/C W32603-0 S BERNSTEIN IRA DECD (ID: 78356A-49-1)	345.069 10,035.37		
5/18	IRA Cash Transfer	TRANSFER FROM ASSET A/C TO ASSET A/C.			0.27
5/26	Div Domest	LOOMIS SAYLES FDS I BOND FD RETAIL @ 0.062 PER SHARE AS OF 05/24/11 (ID: 543495-83-2)	7,822.536	0.062	484.53
Total Inflows & Outflows					**$26,106.06**

TRADE ACTIVITY

Trade Date / Settle Date	Type	Description	Quantity	Per Unit Amount	Market Cost
Settled Securities Purchased					
5/3 5/3	Purchase	LORD ABBET INVT TR TOTAL RETURN A INCOME DIVIDEND @ 0.035 PER SHAR REINVESTED @ $10.80 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 04/29/11 (ID: 543916-84-5)	9.014	10.80	(97.35)
5/26 5/26	Purchase	LOOMIS SAYLES FDS I BOND FD RETAIL INCOME DIVIDEND @ 0.062 PER SHAR REINVESTED @ $14.82 J.P.MORGAN SECURITIES LLC AS AGENT AS OF 05/24/11 (ID: 543495-83-2)	32.694	14.82	(484.53)
Total Settled Securities Purchased					**($581.88)**

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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).
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Contact your J.P. Morgan Team at one of the telephone numbers on the front of your statements or write us at 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 the Bank 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 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.

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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.

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.

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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 the JPMCB. JPMCB and its affiliates receive compensation from JPMorgan Funds for provicing 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.

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, or gain/Loss. Such information, which may be inaccurate, incomplete or subject to updating, should be confirmed with your records and your tax advisor.

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

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**

IMPORTANT INFORMATION ABOUT ALTERNATIVE INVESTMENTS: FOOTNOTES 1 - 4

Private Equity, Hedge Funds, Exchange Funds, Real Estate and Other Alternative Assets

1. Direct private equity investments and pooled private investments (e.g., interests in limited partnerships and limited liability companies) are generally illiquid securities. Values are estimates only and are not warranted for accuracy or completeness. Values do not represent 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 could be liquidated as of the date of this statement.

Direct private equity investments are generally valued at cost, unless there is an active secondary trading market in the securities, in which case, direct private equity investments are valued using market prices as of the close of the last business day for this statement period. Pooled private equity investments are valued according to the General Partner's or Manager's stated methodology. Please refer to the limited partnership agreement, limited liability company agreement or other operative documentation for each investment for the specific valuation methodology used by the General Partner or Manager for that investment. J.P. Morgan expressly disclaims any responsibility for (1) the accuracy of the information and the methodology used by the General Partner or Manager in deriving valuations, (2) any errors or omissions in compiling or disseminating the valuations, and (3) any use to which the valuations are put. Valuations are provided for information purposes only and are intended solely for your own use.

Hedge funds generally calculate the price (the "Net Asset Value" or " NAV"), 10-15 business days following the last business day of the month. For that reason, hedge fund NAVs shown will generally be the NAV of the month preceding this statement period. In general, the NAV is stated net of management and incentive fees. The NAV is calculated according to the General Partner's or Manager's stated methodology. Please refer to the limited partnership agreement, limited liability company agreement or other operative documentation for each hedge fund for the specific methodology used by the General Partner or Manager for that hedge fund. J.P. Morgan expressly disclaims any responsibility for (1) the accuracy of the information and the methodology used by the General Partner or Manager in deriving valuations, (2) any errors or omissions in compiling or disseminating the valuations, and (3) any use to which the valuations are put. Valuations are provided for information purposes only and are intended solely for your own use.

These statements do not provide tax reporting on private investments. Please continue to rely upon the General Partner or Manager of the investment vehicle for this information.

2. The 'Capital Called Since Inception USD' and "Cash/Security distributions Since Inception USD' columns are updated monthly to reflect activity (capital calls and distributions), if any.

3. Hedge funds generally allow subscriptions on a monthly or quarterly basis. Your interest in a hedge fund or hedge fund of funds is generally as of the first business day of the subscription period. Due to early funding requirements by the applicable fund, your account may be debited for the subscription amount prior to the subscription date. Please refer to the applicable hedge fund's operative documentation for further details.

Hedge fund redemptions are generally on a monthly, quarterly or annual basis but can sometimes be subject to a multi-year lockup before a redemption is permitted. For redemptions, there is generally a notification period that can be a long interval before the actual redemption date. Redemption proceeds are generally paid 15 calendar days after the final NAV is issued, but can be subject to a holdback of a portion of the proceeds until an annual audit of the Fund has been completed. Please refer to the applicable hedge fund's operative documentation for further details.

Global Access Portfolios share certain characteristics with hedge funds. In particular, an investor who withdraws from a Global Access Portfolio will not receive the withdrawal proceeds in their entirety until 30-60 days after completion of the Portfolio's audit, which may be 18 months or longer after the redemption date. Interest may not be paid on any proceeds pending distribution. These restrictions apply even if the investor's account at JPMorgan is closed. The Confidential Private Placement Memorandum and applicable Supplements contain other important information about the Global Access Portfolios and are available upon request.

4. Alternative assets may include publicly available mutual funds that utilize non-traditional investment management strategies, for example, strategies commonly employed by hedge funds. Mutual funds generally calculate the price (the "Net Asset Value" or "NAV") on a daily basis and mutual fund NAVs shown on your statement generally will be the NAV as of the close of the last business day for this statement period. Please refer to the applicable mutual fund prospectus for further details. If the applicable mutual fund is a JPMorgan Fund, please refer to disclosures on this statement concerning JPMorgan Funds for other important information.

IMPORTANT ADDITIONAL INFORMATION SPECIFIC TO YOUR MARGIN ACCOUNT(S)

All positions in your Margin Account Portfolio(s) are held in custody at J.P. Morgan Clearing Corp. ("JPMCC"), Three Chase Metrotech Center, Brooklyn, NY 11245-0001, (347) 643-2578.

If you have a margin account with J.P.Morgan, as permitted by law we may use certain securities in such account for, among other things, settling short sales and lending the securities for short sales, and as a result may receive compensation in connection therewith.

Please keep the following in mind when using a statement to track your brokerage activity in a margin account: The statement combines your general margin account with the special memorandum account required by Section 220.6 Regulation T. As required by Regulation T, a permanent record of your separate account is available upon your request.

Free credit balances in your margin account(s) are not segregated and may be used in the operation of JPMCCs business, subject to the limitations of SEC Rule 15c3-3. Unless otherwise noted, JPMCC or its agents and depositories will hold your securities. Upon your demand, JPMCC will pay to you the amount of your free credit balance, and will deliver to you fully-paid securities held on your behalf.

Interest will be charged on any debit balance; the method of calculating interest is described in a letter sent to all margin customers.

ARBITRAGE INTERNATIONAL MANAGEMENT, LLC
BENEFICIARY DESIGNATION FORM

PARTICIPANT NAME: Simon Bernstein

SOCIAL SECURITY #: 371-32-5211

DATE OF BIRTH: 12/2/35 **DATE OF HIRE:** _____

THIS FORM IS APPLICABLE FOR: **CASH BALANCE PLAN** ✓ **401(K) PLAN** ✓

A. PRIMARY BENEFICIARY: I hereby designate the following person or persons and/or trusts as beneficiaries to receive any benefits that become payable from the Plan as a result of my death prior to the full commencement of my Plan benefits:

*You can choose 1. **OR** you can choose from 2. through 6. below.*

- *If 1. is chosen, the consent of your spouse is NOT required and therefore must NOT complete D. You must complete B. and C. below.*
- *If 1. is NOT chosen you must complete B. and C. and your spouse must complete D.*

1. [X] 100 % to my SPOUSE
2. [ ] _____% to my SPOUSE, and
3. [ ] _____% to my children per capita (i)
4. [ ] _____% to my children per stirpes (ii)
5. [ ] _____% to other beneficiaries:

   _____% to Name: _____ Relationship: _____

   _____% to Name: _____ Relationship: _____

   _____% to Name: _____ Relationship: _____

6. [ ] _____% to the following trust, created by me on, date: _____

   Name of Trust: _____

   The Trustees for this Trust are: _____

B. CONTINGENT BENEFICIARY: In the event a beneficiary designated above fails to survive me, I hereby designate the following person or persons and/or trusts as contingent beneficiaries for that portion of benefits:

Choose one or more

1. [ ] _____% to my SPOUSE
2. [ ] _____% to my children per capita (i)
3. [ ] _____% to my children per stirpes (ii)
4. [ ] The following % to other beneficiaries:

   10 % to Name: Alexandra Bernstein Relationship: Grandchild

   10 % to Name: Michael Bernstein Relationship: Grandchild

   10 % to Name: Eric Bernstein Relationship: Grandchild

5. [ ] _____% to the following trust, created by me on, date: (See attached page)

   Name of Trust: _____

   The Trustees for this Trust are: _____

(continued)

10%- Carla Friedstein

10%- Max Friedstein

10%- Molly Simon

10%- Julia Iantoni

10%- Josh Bernstein

10%- Jacob Bernstein

10%- Danny Bernstein

C. **AFFIRMATION AND ACKNOWLEDGEMENT BY PARTICIPANT:** All of my previous beneficiary designations, if any, are null and void. I affirm that, to the best of my knowledge, there is no court order (other than a Qualified Domestic Relations Order) that assigns any of my interest in the Plan to any other person. I hereby affirm that

[ ] I am not married or I have a court order recognizing my legal separation from my spouse; and if I was ever previously married, I have a valid decree of divorce from all ex-spouses. I acknowledge that any designation made on this form today may be invalidated upon my marriage, and agree to keep the Plan Administrator informed of any changes to my marital status.

[ ] I am presently legally married. I shall keep the Plan Administrator informed of any change to my marital status. Unless my spouse is the only primary beneficiary, my spouse has completed the SPOUSAL CONSENT below. If I am not yet age 35, I acknowledge that I will have to re-obtain the consent of my spouse to my naming a non-spouse primary beneficiary when I turn age 35.

I acknowledge that I need to fill out a new beneficiary designation form to change any designations made on this form.

Participant's Signature: _____ Date: 11/29/07.

Your spouse should NOT complete D. if you selected A. I. above.

D. SPOUSAL CONSENT: Print Name of Spouse: _____

I hereby consent to the distribution of all (or the portion specified by my spouse on the Designation of Beneficiary Form) of the benefits payable from the Plan on account of the Participant's death to the primary beneficiary named on the Designation of Beneficiary Form. I acknowledge that (1) the effect of my consent is to cause all or a portion of the Plan's Death benefits paid to a beneficiary other than me, (2) that the Participant's designation of the primary beneficiary other than me is not valid unless I consent to it (3) that my consent is irrevocable unless the Participant subsequently revokes his or her waiver, in which event my consent will again be required for the Participant to name a non-spouse beneficiary. If my spouse has waived the pre-retirement surviving spouse annuity, I acknowledge that, but for my consent, all or a portion of my spouse's benefits would be payable to me in the form of an annuity over my life, and I hereby irrevocably relinquish that right (however, should the Participant revoke his of her waiver at any time, my consent will again subsequently be required to again waive this requirement).

Signature of Spouse: _____ Date: _____

Signature of Witness: _____ Date: _____

Print Name of Witness: _____

[ ] Witness is a Plan Representative OR

[ ] Witness is a Notary Public (Complete below):

State of _____ County of _____

My Commission expires: _____

(i) A term used in the descent and distribution of the estate of one who dies without a will. It means to share and share alike according to the number of individuals. An equal share of an estate is given to each heir, all of whom stand in equal degree of relationship from a decedent. *For example, a woman died without a will. Her husband and three children predeceased her, and her only living heirs are her ten grandchildren. These grandchildren will take per capita; they will each receive one-tenth of the estate.*

(ii) A term used to denote a method used in dividing the estate of a person. In a per stirpes distribution, a group represents a deceased ancestor. The group takes the proportional share to which the deceased ancestor would have been entitled if still living. *For example, and man died without a will; his wife predeceased him. He had four children, three of whom are still living at the time of his death. The deceased child had three children, all still living. These three grandchildren will share equally in one-fourth of their grandfather's estate, the share the deceased parent would have taken if still alive. The three living children will also each receive one-fourth of the estate.*

TS001803

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

AMENDED PETITION TO REOPEN ADMINISTRATION OF ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVE

Petitioner, Ted S. Bernstein, who has an interest in the Estate of Shirley Bernstein, as successor Personal Representative named in the decedent's Will, states as follows:

1. Letters of Administration were issued to Simon L. Bernstein on February 10, 2011.

2. An Order administratively closing the estate was issued on January 3, 2013.

3. Simon L. Bernstein died on September 13, 2012. A certified copy of the death certificate of Simon L. Bernstein is attached hereto as Exhibit "A".

4. The original of the decedent's last will, dated May 20, 2008, was previously filed with the Clerk of the Court for Palm Beach County, Florida.

5. Petitioners are unaware of any unrevoked will or codicil of decedent other than as set forth in paragraph 4.

6. Petitioner, Ted S. Bernstein, a son of the decedent who is qualified to serve pursuant to Fla. Stat. §733.304(2), whose address is 880 Berkeley Street, Boca Raton, Florida 33487, is qualified under the laws of the State of Florida to serve as successor personal representative of the decedent's estate and is entitled to preference in appointment as successor personal representative because he is the person designated to serve as successor personal representative under the decedent's Will.

7. A bank account needs to be opened and corrections made to some irregularities in the closing documents.

8. The only persons, other than Petitioner, having an interest in this proceeding are:

None

9. Petitioner wishes to reopen the estate in order to open the bank account and correct some irregularities in the closing documents.

10. Petitioner has filed with this Petition Oaths of Personal Representative, Designation of Resident Agent, and Acceptance.

Wherefore, Petitioner respectfully requests that Orders be entered authorizing the estate to be

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Reviewed October 1, 1998

reopened, appointing Petitioner as Personal Representative, and issuing Successor Letters of Administration.

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 October 2, 2013.

Personal Representative

Ted S. Bernstein

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
561-997-7008
rspallina@tescherspallina.com
kmoran@tescherspallina.com

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Reviewed October 1, 1998

From the Desk of
Kimberly Moran

TO : File

DATE : April 17, 2013

RE : Bernstein Estates (11187.006)

On April 17, 2013, Don met with Ted Bernstein. Ted brought his mother's jewelry in a Federal Express pouch, and we put the jewelry in our Will safe.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXX SB

Probate Division

ORDER OF DISCHARGE

On the Petition for Discharge of SIMON BERNSTEIN, as personal representative of the Estate of Shirley Bernstein, deceased, the court finding that the estate has been fully administered and properly distributed, that claims of creditors have been paid or otherwise disposed of, that the tax imposed by Chapter 198 of the Florida Statutes, if any, has been paid, and that the personal representative should be discharged, it therefore is

ADJUDGED that the personal representative is discharged, and the surety on the personal representative's bond, if any, is released from further liability.

ORDERED on _____, 2012.

SIGNED & DATED
JAN 03 2013
JUDGE MARTIN H. COLIN

Circuit Judge

cc: Robert L. Spallina, Esquire

Bar Form No. P-5.0550
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Reviewed October 1, 1998

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

TYPE IN PERMANENT BLACK INK

LOCAL FILE NO. 2010-12823

FLORIDA CERTIFICATE OF DEATH

VOID IF ALTERED OR ERASED

DEMOGRAPHIC INFORMATION TO BE COMPLETED BY FUNERAL DIRECTOR

1. DECEDENT'S NAME (First, Middle, Last, Suffix): Shirley Bernstein				2. SEX: Female
3. DATE OF BIRTH (Month, Day, Year): June 29, 1939	4a. AGE-Last Birthday (Years): 71	4b. UNDER 1 YEAR: Months / Days	4c. UNDER 1 DAY: Hours / Minutes	5. DATE OF DEATH (Month, Day, Year): December 8, 2010
6. SOCIAL SECURITY NUMBER: 347-30-9749	7. BIRTHPLACE (City and State or Foreign Country): Chicago, Illinois			8. COUNTY OF DEATH: Palm Beach

9. PLACE OF DEATH (Check only one) — HOSPITAL: ___ Inpatient X Emergency Room/Outpatient ___ Dead on Arrival
NON-HOSPITAL: ___ Hospice Facility ___ Nursing Home/Long Term Care Facility ___ Decedent's Home ___ Other (Specify)

10. FACILITY NAME (If not institution, give street address): Boca Raton Regional Hospital	11a. CITY, TOWN, OR LOCATION OF DEATH: Boca Raton	11b. INSIDE CITY LIMITS? X Yes ___ No
12. MARITAL STATUS (Specify): X Married ___ Married, but Separated ___ Widowed ___ Divorced ___ Never Married	13. SURVIVING SPOUSE'S NAME (If wife, give maiden name): Simon Bernstein	
14a. RESIDENCE - STATE: Florida	14b. COUNTY: Palm Beach	14c. CITY, TOWN, OR LOCATION: Boca Raton
14d. STREET ADDRESS: 7020 Lions Head Lane	14e. APT. NO.	14f. ZIP CODE: 33496
14g. INSIDE CITY LIMITS? ___ Yes X No		
15a. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life.) Do not use "Retired": Homemaker	15b. KIND OF BUSINESS/INDUSTRY: Own Home	

16. DECEDENT'S RACE (Specify the race/races to indicate what decedent considered himself/herself to be. More than one race may be specified.)
X White ___ Black or African American ___ American Indian or Alaskan Native (Specify tribe)
___ Asian Indian ___ Chinese ___ Filipino ___ Japanese ___ Korean ___ Vietnamese ___ Other Asian (Specify)
___ Native Hawaiian ___ Guamanian or Chamorro ___ Samoan ___ Other Pacific Isl. (Specify) ___ Other (Specify)

17. DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify if decedent was of Hispanic or Haitian Origin.) ___ Yes (If Yes, specify) X No ___ Mexican ___ Puerto Rican ___ Cuban ___ Central/South American ___ Other Hispanic (Specify) ___ Haitian

18. DECEDENT'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.) ___ 8th or less ___ High school but no diploma X High school diploma or GED ___ College but no degree ___ College degree (Specify): ___ Associate ___ Bachelors ___ Master's ___ Doctorate	19. WAS DECEDENT EVER IN U.S. ARMED FORCES? ___ Yes X No

20. FATHER'S NAME (First, Middle, Last, Suffix): Ennio Thomas	21. MOTHER'S NAME (First, Middle, Maiden Surname): Fae Povitsky	
22a. INFORMANT'S NAME: Simon Bernstein	22b. RELATIONSHIP TO DECEDENT: Husband	23a. INFORMANT'S MAILING - STATE: Florida
23b. CITY OR TOWN: Boca Raton	23c. STREET ADDRESS: 7020 Lions Head Lane	23d. ZIP CODE: 33496
24. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Gardens Memorial Park	25a. LOCATION - STATE: Florida	25b. LOCATION - CITY OR TOWN: Boca Raton

26a. METHOD OF DISPOSITION: ___ Burial X Entombment ___ Cremation ___ Donation ___ Removal from State ___ Other (Specify)

26b. IF CREMATION, DONATION OR BURIAL AT SEA, WAS MEDICAL EXAMINER APPROVAL GRANTED? ___ Yes ___ No	27a. LICENSE NUMBER (or Licensee): F019844	27b. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH
28. NAME OF FUNERAL FACILITY: Boca Raton Funeral Home		28a. FACILITY'S MAILING - STATE: Florida
29b. CITY OR TOWN: Boca Raton	29c. STREET ADDRESS: 9050 Kimberly Blvd. #65	29d. ZIP CODE: 33434

MEDICAL CERTIFIER

30. CERTIFIER: (Check one) X Certifying Physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated.
___ Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, due to the cause(s) and manner stated.

31a. (Signature and Title of Certifier): Kenneth Homer MD	31b. DATE SIGNED (mm/dd/yyyy): 12-16-2010	32. TIME OF DEATH (24 hr.): 1519	33. MEDICAL EXAMINER'S CASE NUMBER
34a. LICENSE NUMBER (of Certifier): ME0007305	34b. CERTIFIER'S NAME: KENNETH Homer MD	35. NAME OF ATTENDING PHYSICIAN (If other than Certifier)	
35a. CERTIFIER'S - STATE: Florida	35b. CITY OR TOWN: Fort Lauderdale	35c. STREET ADDRESS: 5601 N. Dixie Hwy. # 412	35d. ZIP CODE: 33334
37. SUBREGISTRAR - Signature and Date	38a. LOCAL REGISTRAR - Signature: Diana Hales	38b. DATE FILED BY REGISTRAR (Mo., Day, Yr.): DEC 17 2010	

Pearlie Brown
DEC 20 2010

State of Florida, Department of Health, Vital Statistics

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK. THE DOCUMENT FACE CONTAINS A MULTI-COLORED BACKGROUND AND GOLD EMBOSSED SEAL. THE BACK CONTAINS SPECIAL LINES WITH TEXT AND SEALS IN THERMOCHROMIC INK.

FLORIDA DEPARTMENT OF HEALTH

DH FORM 1947 (08/04)

37418227 CERTIFICATION OF VITAL RECORD

TS001808

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

NAME:	SIMON BERNSTEIN	TODAY'S DATE	06/15/12
POLICY NUMBER:	1009208	OPTION:	Including Cash Value
ISSUE STATUS:	47 Male NonSmoker	MODAL PREMIUM:	$27,238.00
ISSUE DATE:	December 27, 1982		Quarterly
FACE AMOUNT:	$1,689,070.00	BEGINNING ACCT VALUE:	$58,075.74

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

This is an illustration, not a contract.
The assumptions on which this illustration is based are subject to change, unless specifically labeled 'Guaranteed'.

This illustration assumes that the currently illustrated nonguaranteed elements will continue unchanged for all years shown.
This is not likely to occur, and actual results may be more or less favorable than those shown.

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

NAME:	SIMON BERNSTEIN	TODAY'S DATE	06/15/12
POLICY NUMBER:	1009208	OPTION:	Including Cash Value
ISSUE STATUS:	47 Male NonSmoker	MODAL PREMIUM:	$43,372.00
ISSUE DATE.	December 27, 1982		Quarterly
FACE AMOUNT:	$1,689,070.00	BEGINNING ACCT VALUE:	$58,075.74

END OF YEAR	DATE	AGE	PREMIUMS	ACCOUNT VALUE AT Current rate of 4.50%	CASH VALUE AT Current rate of 4.50%	CURRENT DEATH BENEFIT	LOAN AMOUNT
30	12/27/12	77	174,503.30	102,477.46	40,865.61	1,689,070	61,611.85
31	12/27/13	78	173,488.00	165,847.30	100,846.80	1,689,070	65,000.50
32	12/27/14	79	173,488.00	227,104.25	158,528.72	1,689,070	68,575.53
33	12/27/15	80	173,488.00	286,167.47	213,820.29	1,689,070	72,347.18
34	12/27/16	81	173,488.00	343,201.32	266,875.04	1,689,070	76,326.28
35	12/27/17	82	173,488.00	398,567.96	318,043.74	1,689,070	80,524.22
36	12/27/18	83	173,488.00	452,043.80	367,090.75	1,689,070	84,953.06
37	12/27/19	84	173,488.00	503,502.23	413,876.75	1,689,070	89,625.47
38	12/27/20	85	173,488.00	552,081.80	457,526.92	1,689,070	94,554.88
39	12/27/21	86	173,488.00	597,102.31	497,346.92	1,689,070	99,755.39
40	12/27/22	87	173,488.00	637,705.64	532,463.70	1,689,070	105,241 94
41	12/27/23	88	173,488.00	672,791.32	561,761.08	1,689,070	111,030.25
42	12/27/24	89	173,488.00	701,141.93	584,005.02	1,689,070	117,136.91
43	12/27/25	90	173,488.00	723,858.74	600,279.30	1,689,070	123,579.44
44	12/27/26	91	173,488.00	742,908.10	612,531.79	1,689,070	130,376.31
45	12/27/27	92	173,488.00	759,584.94	622,037.93	1,689,070	137,547.01
46	12/27/28	93	173,488.00	773,440.57	628,328.48	1,689,070	145,112.09
47	12/27/29	94	173,488.00	779,190.20	626,096.95	1,689,070	153,093.26
48	12/27/30	95	173,488.00	768,250.85	606,737.46	1,689,070	161,513.39
49	12/27/31	96	173,488.00	734,412.66	564,016.04	1,689,070	170,396.62
50	12/27/32	97	173,488.00	676,439.95	496,671.51	1,689,070	179,768.44
51	12/27/33	98	173,488.00	582,761.55	393,105.85	1,689,070	189,655.70
52	12/27/34	99	173,488.00	436,938.93	236,852.16	1,689,070	200,086.76
53	12/27/35	100	173,488.00	213,270.09	2,178.56	1,689,070	211,091.54

This is an illustration, not a contract.
The assumptions on which this illustration is based are subject to change, unless specifically labeled 'Guaranteed'.

This illustration assumes that the currently illustrated nonguaranteed elements will continue unchanged for all years shown.
This is not likely to occur, and actual results may be more or less favorable than those shown.

Kimberly Moran

From: Robert Spallina
Sent: Monday, March 19, 2012 12:01 PM
To: Kimberly Moran
Subject: FW: Patience (DCM SERVICES) 877-326-5174

Please follow-up and see what they want

From: Receptionist
Sent: Monday, March 12, 2012 12:08 PM
To: Robert Spallina; Kimberly Moran
Subject: Patience (DCM SERVICES) 877-326-5174

Regarding Shirley Bernstein

Ref# 7616605

dcm services

FAX COVER

TO: KIMBERLY MORAN	FROM: PATIENCE CHANGE
FAX: 561-997-7308	DATE: 02/09/2012
PHONE:	PAGES: (including cover) 3
RE:	

Urgent For Review Please Comment Please Reply Please Recycle

The documents accompanying this fax transmission contain information from DCM Services, LLC which is confidential and/or privileged. This information is intended for the use of the individual or business named on this transmission sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this information is strictly prohibited and may constitute an invasion of privacy of the intended recipient. If you have received this telecopy in error, please immediately notify us by telephone at 1-877-326-8786.

4150 Olson Memorial Highway • Suite 200 • Minneapolis, MN 55422

P: 763.852.8620 • F: 763.852.8395 • Toll Free: 877.326.8786

4150 OLSON MEMORIAL HIGHWAY, SUITE 200
MINNEAPOLIS, MINNESOTA 55422-4811

TELEPHONE 763-852-8620
FAX 877-326-8784
TOLL-FREE 877-326-6762

Hours (CT): 7:00 am - 9:00 pm M - TH
7:00 am - 5:00 pm F
8:00 am - 12:00 pm Sa

February 9, 2012

Re:	Estate of:	SHIRLEY BERNSTEIN
	Our Client:	HSBC Bank Nevada, N.A.
	Account No:	**********6528
	Unpaid Balance:	$17257.32
	Reference No:	7616605

Dear Sir or Madam:

We are trying to resolve the unpaid balance owed by the estate of the deceased. We will accept $15531.59 as a resolution of the full amount owed, provided payment is received in our office by 02/26/12. Please understand that it is DCM Services'/HSBC Bank Nevada, N.A.'s policy to inform you that only the estate is responsible for any outstanding balance on this account.

Please call one of our account representatives toll free at 1-877-326-6762 to confirm this arrangement or to make payment by telephone.

Cordially,
DCM Services, LLC

This company is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose. Calls may be monitored or recorded for quality assurance purposes.

NOTICE: SEE NEXT PAGE FOR IMPORTANT INFORMATION - Page 1 of 2 -

OFFR7110

Detach Lower Portion and Return with Payment

!7616605-7110-2.9.2012!

DCM Services, LLC
4150 Olson Memorial Highway, Suite 200
Minneapolis, MN 55422-4811
ADDRESS SERVICE REQUESTED

Reference #: 7616605 Client ID: HSLD31
Unpaid Balance: $17257.32
Checks Payable to: HSBC Bank Nevada, N.A.

Amount Enclosed: $

February 9, 2012

The Estate of SHIRLEY BERNSTEIN
KIMBERLY MORAN
ROBERT L SPALLINA
4855 TECHNOLOGY WAY
BOCA RATON, FL 33431

DCM Services/HSBC
PO Box 1338
Minneapolis, MN 55440-1338

IMPORTANT INFORMATION

Under the law we are required to notify you of the following information. This list does not include a complete list of rights consumers have under State and Federal Laws.

NOTICE ABOUT ELECTRONIC CHECK CONVERSION

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

FOR COLORADO RESIDENTS

Colorado Office Information: Colorado Manager Inc. 80 Garden Center, Suite 3, Broomfield, CO 80020, (303) 920-4763.

FOR MASSACHUSETTS RESIDENTS

NOTICE OF IMPORTANT RIGHTS

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE DEBT COLLECTOR.

FOR MINNESOTA RESIDENTS

This Collection Agency is licensed by the Minnesota Department of Commerce.

FOR NEW YORK CITY RESIDENTS

New York City Department of Consumer Affairs License Number: 1239504
To discuss this account, please call our toll free number to speak with . A representative will be able to assist you during our normal business hours.

FOR NORTH CAROLINA RESIDENTS

North Carolina Permit Number: 4440

FOR TENNESSEE RESIDENTS

This Collection Agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

HSBC

PO Box 80053
Salinas, CA 93912-0053

EXECUTOR
7020 LIONS HEAD LN
BOCA RATON, FL 33496-5931

February 19, 2011

Re: Account ending in 6528
Account issued by HSBC Bank Nevada, N.A.

Dear EXECUTOR:

We agreed to accept a settlement on your Account, payable in monthly installments; however, our records indicate that you defaulted on our mutual agreement.

You had been previously advised that if at any time you default on any of the payment arrangement(s), the settlement agreement is void and your Account will be charged off as a bad debt and not a settlement. Please be aware that returned payments are considered to be in default of our agreement, unless replacement payments are received before the final payment due date specified in the agreement that was sent to you.

Due to your default, we have initiated the process to charge off this debt, and will report it to the three major consumer reporting agencies (Trans Union, Equifax, and Experian) as a bad debt.

To assist you in making other mutually agreeable payment arrangements, please contact us at 1-800-321-7880. We will resume our normal collection efforts until we hear from you.

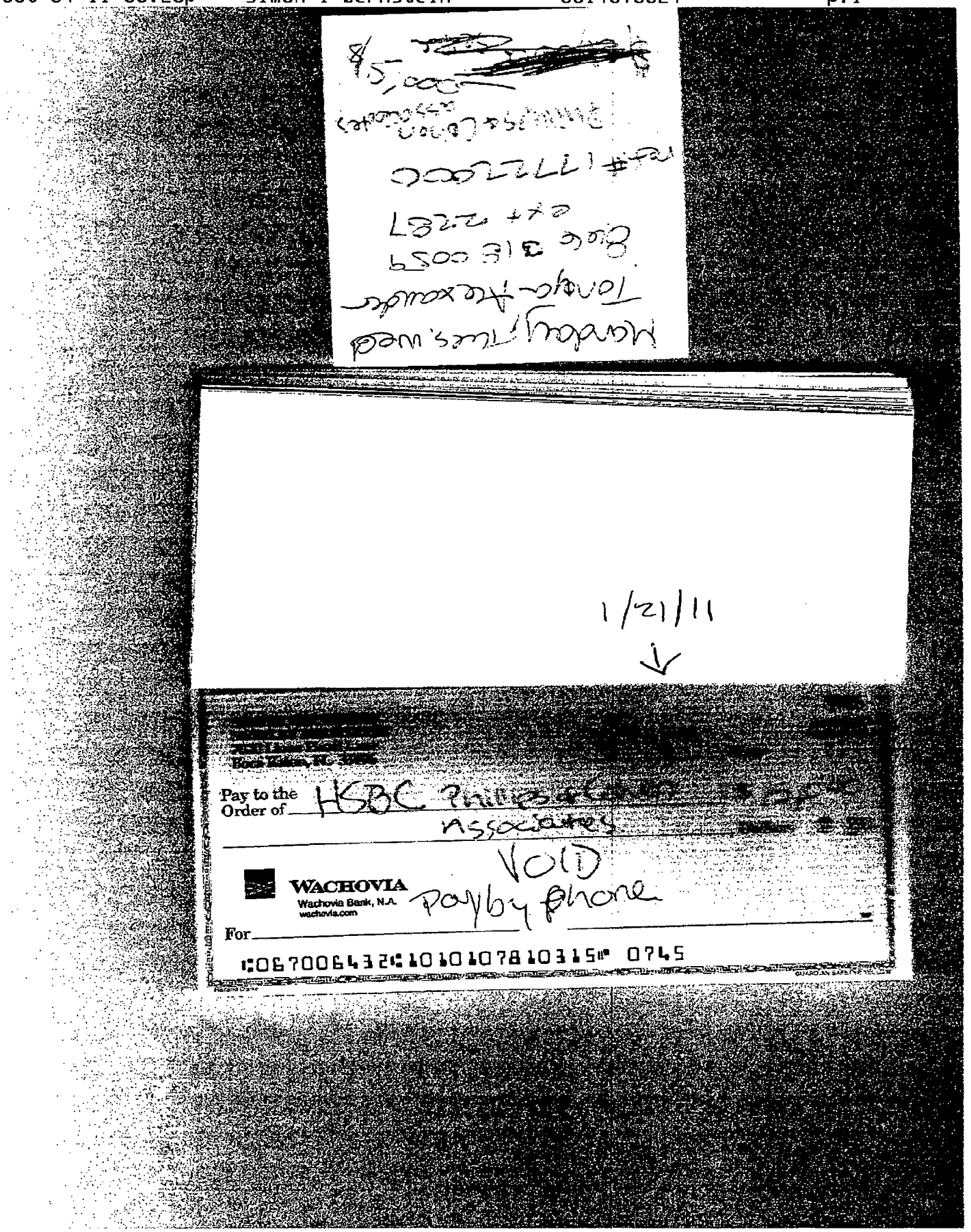
Sincerely,

Saks World Elite MasterCard®
Collections Department
HCSA9Z/STLV001

3/1/11 – Faxed this letter to Phillips & Cohen @ 302-368-2152
Reference # 17722000
Spoke to John Flynn @ 1800 259 6991

HSBC Card Services Inc., an affiliate of HSBC Bank Nevada, N.A. (the issuer of this Account), provides administrative and processing services for this credit card or line of credit program.

Oct 04 11 09:22p simon l bernstein 5614873924 p.3



1/21/11

Pay to the Order of HSBC Associates

WACHOVIA
Wachovia Bank, N.A.
wachovia.com

VOID
Pay by phone

For

⑆067006432⑆ 1010107810315⑈ 0745

Phillips & Cohen Associates, Ltd.
1004 Justison Street
Wilmington, DE 19801
Phone - 866-318-0059
Fax - 302-368-2152

Office Hours
Mon-Thu: 8am - 9pm
Fri: 8am - 6pm
Sat: 8am - 12pm

January 21, 2011

The Estate of:
SHIRLEY BERNSTEIN
7020 LIONS HEAD LN
BOCA RATON, FL 33496--5931

Our Client:	HSBC Bank	Current Balance:	$10,350.96
Client Account #:	xxxxxxxxxxxx6528	Settlement Amount:	$15,000.00
Our Account #:	17722000		

To Whom It May Concern:

Pursuant to our telephone conversation, the above referenced account was referred out by HSBC Bank because we are specialists in the area of deceased account care. Please remember that family members/loved ones are not personally liable for this debt.

We have been authorized to accept a settlement on the above referenced account for $15,000.00 in accordance with the payment schedule below.

AMOUNT	DATE
*$15000.00	01/21/2011

You agree to make each payment by Check by phone.

Upon receipt and clearance of the above referenced payment(s), the estate will be released from any further obligation to HSBC Bank regarding the above referenced account. This arrangement will be cancelled if payments are not made in accordance with the indicated schedule.

Thank you for your prompt attention to this matter.

Sincerely,

Phillips & Cohen Associates, Ltd.

This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

Kimberly Moran

From: Kimberly Moran
Sent: Tuesday, October 04, 2011 11:26 AM
To: 'Diana Banks'
Cc: Robert Spallina
Subject: Estate of Shirley Bernstein
Attachments: DCM Services - Saks Fifth Avenue invoice.pdf

Hi Diana – As discussed, attached is a copy of the invoice we received. Please let me know the status of the bill, and whether we should go ahead and serve them with the Notice to Creditors at this time.

Thank you.

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

dcm services

4150 Olson Memorial Highway, Suite 200
Minneapolis, Minnesota 55422-4811

Telephone 763-852-8620
Fax 877-326-8784
Toll-Free 877-326-6762

Hours (CT): 7:00 am - 9:00 pm M - TH
7:00 am - 5:00 pm F
8:00 am - 12:00 pm S

September 28, 2011

Account No	Unpaid Balance	Reference No
**********6528	$17257.32	7616605

Dear Sir or Madam:

Our company represents HSBC Bank Nevada N.A.. We have learned that SHIRLEY BERNSTEIN, who was a valued customer, has passed away. Please accept condolences from our client and our company.

As indicated above, there is an unpaid balance on this account. As of the date of this letter, the Estate owes $17257.32. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day the Estate pays may be greater. Thus, if the Estate pays the amount shown above, an adjustment may be necessary after we receive payment, in which event we will inform you before depositing the check for collection. Please accept this letter as a Notice of Claim on behalf of our client.

This letter is sent to you solely in your capacity as personal representative of the Estate of SHIRLEY BERNSTEIN. Please call our office toll free at 1-877-326-6762 to discuss resolution of this matter and payment on this account. If you are not the personal representative, please contact us with the name and address of the personal representative or attorney who is handling the estate.

Cordially,
DCM Services, LLC

IMPORTANT NOTICE

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

This company is a debt collector. We are attempting to collect a debt and any information obtained will be used for that purpose. Calls may be monitored or recorded for quality assurance purposes.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION -Side 1 of 2-

Detach Lower Portion and Return with Payment

DCM Services, LLC
4150 OLSON MEMORIAL HWY STE 200
MINNEAPOLIS MN 55422-4811
ADDRESS SERVICE REQUESTED

Reference #: 7616605 Client ID: HSLD31
Unpaid Balance: $17257.32
Checks Payable to: HSBC Bank Nevada N.A.

Amount Enclosed: $

September 28, 2011

16517 - 341

#BWNJGZF
#1651727117208031#
The Estate of SHIRLEY BERNSTEIN
ROBERT L SPALLINA
4855 TECHNOLOGY WAY
BOCA RATON FL 33431-3347

DCM Services/HSBC
PO Box 1338
Minneapolis MN 55440-1338

7616605 6528

16517-7025-341

PAP-585-A-0

#0008633

TS001819

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

2011 FEB 10 AM 11:14

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, owning assets in the State of Florida, and

WHEREAS, Simon L. Bernstein has been appointed as Personal Representative of the Estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Simon L. Bernstein as duly qualified under the laws of the State of Florida to act as Personal Representative of the Estate of Shirley Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 10 day of Feb, 2011.

"Estate must be closed 12 Months from the date of order"

Circuit Judge

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 10 DAY OF Feb, 20 11
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

TS001820

MEMORANDUM

DATE: November 5, 2012

TO: Robert L. Spallina, Esq.

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

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

CASE NUMBER: 50 2011CP000653XXXXSB Estate of Shirley Bernstein

MATTER: Documents being returned Order of discharge

___ Death certificate (CERTIFIED COPY) not submitted. F.S. §731.103, Probate Rule 5.205 & Probate Rule 5.171

___ Receipted bill for funeral expenses required *(Must be paid in full).*

___ Proof of will or codicil is required; it is not self-proved. Please review F.S. §732.502; 733.201; P.R. 5.210 & P.R. 5.230.

___ Order admitting will/ codicil/ and or appointing personal representative is either missing or incorrect. FS§733.201, R.5.210 &5.235

___ Petition and order designating a restricted depository, and acceptance is required FS §69.031 & FS §744.351(6).

___ Oath of Personal Representative, of Guardian or Administrator Ad Litem and designation of resident agent was not submitted or incorrect. Resident agent must sign the acceptance. (Rule 5.110, 5.120 and 5.320 committee notes).

___ Proof of publication not submitted. Rule 5.241.

___ Statement regarding creditors not submitted. Probate Rule 5.241 (d).

___ Inventory not submitted. Probate Rule 5.340.

___ All claims must be satisfied, struck, or dismissed.

___ Final certificate of estate tax or affidavit of non-tax is not submitted. FS §198.26 & 193.28

___ All Beneficiaries must join in the petition or they must receive formal notice on the petition. FS §735.203 & Probate Rule 5.530(b).

XX Receipts for assets from all of the specific beneficiaries were not notarized.

___ Receipt of final accounting, service of petition for discharge and/or waiver from all residuary beneficiaries or qualified trust beneficiaries are required. See. R. 5.400. Attorney fees see FS §733.6171(6), 731.302, 731.303(1)(b) and Probate Rule 5.180(b). Committee notes (one person serving in two (2) fiduciary capacities may not waive or consent to the persons acts without the approval of those who the person represents).

___ Proof of service of the Objection to the Claims. FS §733.705(2), Probate Rule. 5.496 & Probate Rule 5.040.

___ Proof of Service of the Notice to Creditors to the Agency for Health Care Administration. FS §733.2121(d) & Probate Rule 5.241 (a).

___ For Lost/Destroyed Wills/Codicils please comply with FS § 733.207, 733.201(2) & Probate Rule 5.510

___ An 8:45 a.m. motion calendar hearing (limited to 5 mins) with notice to all interested parties is required. Notice must be at least five (5) business days (Tue, Wed and Thurs). Please verify suspension dates. Files must be order via the internet at http://15thcircuit.co.palm-beach.fl.us/web/guest/cadmin.

___ OTHER:

PLEASE RETURN A COPY OF THIS MEMORANDUM AND PROPOSE ORDERS WHEN REPLYING;
ADDRESS TO THE CLERK AND COMPTROLLER, 200 W ATLANTIC AVENUE, DELRAY BEACH, FL 33444

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: September 11, 2013

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed: Yes
Certified copies: _____ Mailed: _____
Check in the amount of $5.00 for: copies
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Please provide us with copies of the following docket numbers for the above-referenced case:

Docket # 16
Docket # 17
Docket # 18
Docket # 20
Docket # 21

A check in the amount of $5.00 is enclosed, together with a stamped, self-addressed envelope.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By: Robert L. Spallina km
Robert L. Spallina, Esquire

LAW OFFICES

TESCHER & SPALLINA, P.A.

CHECK DEPOSIT: _____ TRUST: _____ DATE: 9/11/13

CHECK REQUEST: ✓ FIRM: ✓

CLIENT CHARGE: _____

CLIENT/FILE: Bernstein, Shirley FILE No.: 11187.005

PAYEE/PAYOR: Clerk of the Circuit Court

AMOUNT: $5.00 PAYMENT FOR: copies

SPECIAL INSTRUCTIONS: _____

PERSON REQUESTING/ATTORNEY: _____

POSTED: _____ DATE: _____ BY: _____

5715

TESCHER & SPALLINA P A
OPERATING ACCOUNT
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

63-964-670

DATE 9/11/13

PAY TO THE ORDER OF Clerk of the Circuit Court $ 5.00

Five & NO/100 DOLLARS

Security Features Included. Details on Back.

Sabadell United Bank

FOR Bernstein 11187.005 Case# 502011CP000653 Kimberly Moran

⑈005715⑈ ⑆067009646⑆ 022004765⑈

MP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF JILL IANTONI

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

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

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

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

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

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

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

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

STATE OF ILLINOIS

COUNTY OF _____

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

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

_____

(SEAL)

NOTARY PUBLIC

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

2012 OCT 24 PM 1:31
SHARON R. BOCK
CLERK
PALM BEACH COUNTY, FL
SOUTH CITY
RECEIVED-FILED

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on OCTOBER 1st, 2012.

Beneficiary

By: _____
JILL IANTONI

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK CLERK
PALM BEACH COUNTY FL
SOUTH CTY DIV
E-FILED

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein
LISA S. FRIEDSTEIN

Page 19 of 19
10/15/2013

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on 8/8, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

Kimberly Moran

From: Jill Iantoni [jilliantoni@gmail.com]
Sent: Friday, September 21, 2012 4:24 PM
To: Kimberly Moran; Iantoni, Guy T.
Subject: Re: Estate of Shirley Bernstein

Hi Kim,

We are confirming our call for Monday at 1pm Central Time. The number to call is 847.831.4915.

Thanks
Jil

On Fri, Sep 21, 2012 at 12:02 PM, Kimberly Moran <kmoran@tescherspallina.com> wrote:

Est

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

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Friday, September 21, 2012 11:57 AM

To: Kimberly Moran
Cc: Iantoni, Guy T.
Subject: Re: Estate of Shirley Bernstein

Est or cst?

Jill Iantoni

Iantoni_jill@ne.bah.com

Recruiting Services

Booz | Allen | Hamilton

On Sep 21, 2012, at 8:41 AM, "Kimberly Moran" <kmoran@tescherspallina.com> wrote:

How about Monday at 2:00PM? We can call you. Please let me know what telephone number to use.

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

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Friday, September 21, 2012 9:21 AM
To: Kimberly Moran
Cc: Iantoni, Guy T.
Subject: Re: FW: Estate of Shirley Bernstein

Hi Kim,

I had looked at the document the first time and really did not understand it. After the death of my father and gaining more exposure to this, I do have some questions on the document you are waiting for from me. Therefore, if we can schedule a time to talk with Robert for a few minutes.

thanks

Jill

On Tue, Sep 11, 2012 at 1:36 PM, Kimberly Moran <kmoran@tescherspallina.com> wrote:

Dear Guy and Jill:

It is very important that we receive the original signed Waiver so the Estate can be closed. I am attaching another copy so that you can re-print and sign if you do not have the original. Please mail the signed original to our office as soon as possible.

Thank you.

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

From: Kimberly Moran
Sent: Thursday, September 06, 2012 3:06 PM
To: 'Guy Iantoni'
Subject: RE: Estate of Shirley Bernstein

Dear Guy:

I am still waiting for the original signed Waiver for filing with the Court. Please advise when to expect receipt.

Thank you.

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

From: Guy Iantoni [mailto:guy@GTILife.net]
Sent: Monday, August 20, 2012 11:22 AM
To: Kimberly Moran
Subject: FW: Estate of Shirley Bernstein

See attached

From: Guy Iantoni
Sent: Sunday, August 12, 2012 11:16 AM
To: Kimberly Moran; Jill Iantoni
Subject: RE: Estate of Shirley Bernstein

Please see the attached.

Jill iantoni

From: Kimberly Moran [mailto:kmoran@tescherspallina.com]
Sent: Friday, August 10, 2012 3:05 PM
To: Jill Iantoni
Cc: Guy Iantoni
Subject: RE: Estate of Shirley Bernstein

Just wanted to follow up on the Waiver. Please let me know when to expect the signed original.

Thank you!

Sincerely,

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

From: Jill Iantoni [mailto:jilliantoni@gmail.com]
Sent: Thursday, August 02, 2012 11:52 AM
To: Kimberly Moran
Cc: guy@gtilife.net
Subject: Re: Estate of Shirley Bernstein

Thanks Kim. ***Guy*** if you can print this form out and bring home. I can complete and we will then put it in the mail, per Kim's request tomorrow/Thursday.

Jill

On Thu, Aug 2, 2012 at 10:45 AM, Kimberly Moran <kmoran@tescherspallina.com> wrote:

Dear Ms. Iantoni:

As per our discussion, attached is the Waiver. Please sign the Waiver and return the original to our office for filing with the Court. This is part of the closing package, and once these Waivers are filed we will receive an Order of Discharge from the Court discharging your father from his duties as Personal Representative.

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

Sincerely,

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

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TESCHER & SPALLINA, P.A.

Estate of Shirley Bernstein

Court Case	502011CP000653XXXXSB
Estate ID	30-6283128
Trust ID	
Social Security	347-30-9749
Date of Death:	12/08/2010
Letters of Administration Dated:	02/10/2011
First Publication, Notice to Creditors:	03/18/2011

CRITICAL DATES

	DUE:	DONE:
INVENTORY & DR301: (sixty days after issuance of LOAs)	05/18/2011	00/00/2011
CREDITOR PERIOD ENDS: (three months after first publication) (thirty days after formal notice) (deadline for PR proof of claim)	06/18/2011	
STATEMENT REGARDING CREDITORS: (four months after publication date)	07/18/2011	00/00/2011
ALTERNATE VALUATION DATE: N/A **REQUEST VALUES:** (six months after date of death)		
706 DUE: (Deadline to file Disclaimer) (nine months after date of death)	N/A	
DEADLINE TO CLOSE ESTATE: (two years from date of LOAs)	02/10/2012	

N:\WPDATA\estates\Bernstein, Shirley\CriticalDates.frm

DRT ____ RLS ____

CLIENT/CASE MAINTENANCE

Client No. **11187.005**
Date Added: **2/8/11**

CLIENT NAME: **Bernstein, Simon**

Address: **7020 Lions Head Lane**
Boca Raton, FL 33496

Telephone: Fax:

Contact Name: **Bernstein, Simon**

Referral Source:

CASE NAME: **Bernstein, Simon**
Estate of Shirley Bernstein

Related Parties:

Name:
Address:
Tel:
Fax:
Relationship:

Name:
Address:
Tel:
Fax:
Relationship:

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN,	**PROBATE DIVISION**
Deceased.	**CASE NO: 502011CP000653XXXXSB**
ELIOT IVAN BERNSTEIN, PRO SE	**DIVISION: COLIN (IY)**

Petitioner

vs.

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

Respondents.

NOTICE OF HEARING
(Motion Calendar)

PLEASE TAKE NOTICE that the matter, as stated below, in the above-styled case, will be heard at the South County Courthouse, 200 West Atlantic Avenue, Court Room 8, Delray Beach, Florida 33444, as follows:

MOTION/MATTER:	Motion to Withdraw as Counsel of Record
FILED BY:	Mark R. Manceri, Esq.
DATE AND TIME:	January 23, 2014 @ 8:45 a.m.
JUDGE:	HONORABLE MARTIN H. COLIN

MARK R. MANCERI, P.A. • 2929 East Commercial Blvd. • Suite 702 • Fort Lauderdale, FL 33308 • (954) 491-7099

YOU WILL PLEASE GOVERN YOURSELVES ACCORDINGLY.

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

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. mail, as noted, to all parties on the following Service List, this 13th day of January, 2014.

_____
Mark R. Manceri, Esq.

SERVICE LIST

Donald R. Tescher (e-mail)
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Robert L. Spallina (e-mail)
Donald R. Tescher
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Theodore Stuart Bernstein (e-mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Eliot Bernstein (U.S. mail)
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein (U.S. mail)
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon (U.S. mail)
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni (U.S. mail)
2101 Magnolia Lane
Highland Park, IL 60035

Kimberly Moran

From: Kimberly Moran

Sent: Wednesday, January 22, 2014 2:43 PM

To: 'tbernstein@lifeinsuranceconcepts.com'; 'ARose@pm-law.com'; 'mrmlaw@comcast.net'; 'lisa.friedstein@gmail.com'; 'psimon@stpcorp.com'; 'jilliantoni@gmail.com'; 'iviewit@iviewit.tv'

Cc: Robert Spallina

Subject: RE: SERVICE OF COURT DOCUMENT - CASE NO. 502011CP000653XXXXSB

Court Identity:	IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
Case No.	502011CP000653XXXXSB
Initial Parties:	IN RE: ESTATE OF SHIRLEY BERNSTEIN
Document Being Served:	MOTION TO WITHDRAW AS COUNSEL
Sender's Name	ROBERT L. SPALLINA, ESQ.
Sender's Firm	TESCHER & SPALLINA, P.A.
Sender's Phone Number:	561-997-7008

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

Kimberly Moran

From: eservice@myflcourtaccess.com
Sent: Wednesday, January 22, 2014 12:53 PM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 502011CP000653XXXXSB

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Notice of Electronic Filing

The following transaction was entered on 01/22/2014 12:52:37 PM ET.

Court:	Fifteenth Judicial Circuit in and for Palm Beach County, Fl
Case #:	502011CP000653XXXXSB
Case Style:	IN RE: Estate of Not Available
Document Title:	Motion
Filer:	Robert L. Spallina 561-997-7008

Notice has been electronically mailed to:

Name	Primary Email	Alternate Email 1
Mark R Manceri	mrmlaw@comcast.net	mrmlaw1@gmail.co
Robert L. Spallina	rspallina@tescherspallina.com	kmoran@tescherspa.com

Notice is not sent to:

Name	Primary Email	Alternate Email 1
Brandan J. Pratt	bpratt@huthpratt.com	luanne@huthpratt.c
Peter M. Feaman	service@feamanlaw.com	mkoskey@feamanlam

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- Administrative Order 2.312 Electronic Filing of Documents Read More ...

Filing Received Confirmation

1 document is successfully submitted for filing to Trial Court for Palm Beach County, Florida Probate Division
Uniform Case # you have provided is 502011CP000653XXXXSB
Clerk Case # you have provided is 2011CP000653
Reference # for this filing is 9416796

Important: If you should contact the court about any document in this filing, please provide this Filing # to help us locate this filing.

You may want to print this page for your records. Print

Recent Filings

Refresh

Filing #	UCN	Clerk Case #	Status	County	Division	Submission Date	Completion Date/Remarks
9416796	502011CP000653XXXXSB	2011CP000653	Received	Palm Beach	Probate	01/22/2014 12:52:37 PM	
9416625	502012CP004391XXXXSB	2012CP004391	Pending Filing	Palm Beach	Probate	01/22/2014 12:49:52 PM	
9416358	502012CP004391XXXXSB	2012CP004391	Pending Filing	Palm Beach	Probate	01/22/2014 12:45:28 PM	
9416201	502011CP000653XXXXSB	2011CP000653	Pending Filing	Palm Beach	Probate	01/22/2014 12:42:54 PM	
9414158	502012CA013933XXXXMB	2012CA013933	Validating Filing	Palm Beach	Circuit Civil	01/22/2014 12:12:25 PM	

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA PROBATE /GUARDIANSHIP DIVISION "IZ"

CASE NO. 502011CP000653XXXXSB

IN RE: **THE ESTATE OF SHIRLEY BERNSTEIN,**
Deceased.
_____/

ORDER DENYING ELIOT I. BERNSTEIN'S MOTION TO DISQUALIFY JUDGE MARTIN H. COLIN

UPON CONSIDERATION of Eliot I. Bernstein's Motion to Disqualify Judge Martin H. Colin, it is hereby

ORDERED AND ADJUDGED that Eliot I. Bernstein's Motion to Disqualify is hereby **Denied** as legally insufficient.

DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 8th day of January, 2014.

SIGNED & DATED
JAN 08 2014
JUDGE MARTIN H. COLIN

MARTIN H. COLIN
Circuit Court Judge

Copies furnished:
Robert L. Spallina, Esquire
Boca Village Corporate Center 1
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

Donald Tescher, Esquire
Boca Village Corporate Center 1
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

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

Mark R. Manceri, Esquire
2929 East Commercial Blvd., Suite 702
Fort Lauderdale, Fl. 33308

Lisa Sue Friedstein
2142 Churchill Lane
Highland Park, Il 60035

Jill Marla Iantoni
2101 Magnolia Lane
Highland Park, Il 60035

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

Eliot Ivan Bernstein
2753 NW 34th Street
Boca Raton, Fl. 33434

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA PROBATE /GUARDIANSHIP DIVISION "IZ"

CASE NO. 502011CP000653XXXXSB

IN RE: **THE ESTATE OF SHIRLEY BERNSTEIN,**
Deceased.
_____/

ORDER DENYING ELIOT I. BERNSTEIN'S MOTION TO DISQUALIFY JUDGE MARTIN H. COLIN

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ORDERED AND ADJUDGED that Eliot I. Bernstein's Motion to Disqualify is hereby **Denied** as legally insufficient.

DONE AND ORDERED in chambers, at Delray Beach, Palm Beach County, Florida this 8th day of January, 2014.

SIGNED & DATED
JAN 08 2014
JUDGE MARTIN H. COLIN

MARTIN H. COLIN
Circuit Court Judge

Copies furnished:
Robert L. Spallina, Esquire
Boca Village Corporate Center 1
4855 Technology Way, Suite 720
Boca Raton, Fl. 33431

Donald Tescher, Esquire
Boca Village Corporate Center 1
4855 Technology Way, Suite 720
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Highland Park, Il 60035

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

Eliot Ivan Bernstein
2753 NW 34th Street
Boca Raton, Fl. 33434

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

January 24, 2014

Donald Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein, Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is an Order on Motion to Withdraw as Counsel of Record dated January 23, 2014 entered by Judge Colin. Also, enclosed is my Statement for Services Rendered dated January 24, 2014.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosures

cc: Robert Spallina, Esq. (w/enclos.)

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO: 502011CP000653XXXXSB**

_____/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: COLIN (IY)**

Petitioner

vs.

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

Respondents.

_____/

ORDER ON MOTION TO WITHDRAW AS COUNSEL OF RECORD

THIS CAUSE came before the Court on January 23, 2014 on the Motion to Withdraw as Counsel of Record for Ted Bernstein, as Successor Personal Representative; Donald R. Tescher and Robert L. Spallina, filed by MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ., and the Court having reviewed the file, heard argument of counsel and being otherwise fully advised in the premises, it is hereupon ORDERED AND ADJUDGED, as follows:

1. The Motion is granted.

2. MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ. are hereby relieved as counsel of record for Ted Bernstein, as Successor Personal Representative; Donald R. Tescher and Robert L. Spallina.

3. All future pleadings or documents shall be served upon Ted Bernstein, as Successor

Personal Representative; Donald R. Tescher and Robert L. Spallina, at their last known address:

Ted Bernstein, Successor Personal Representative
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
E-mail: tberstein@lifeinsuranceconcepts.com

Donald R. Tescher
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
E-mail: dtescher@tescherspallina.com

Robert L. Spallina
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
E-mail: rspallina@tescherspallina.com

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this _____ day of January, 2014.

MARTIN H. COLIN
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Ted Bernstein, Successor Per. Rep.
Donald R. Tescher
Robert L. Spallina
All Interested Persons

SIGNED & DATED
JAN 23 2014
JUDGE MARTIN H. COLIN

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

WEB SITE: WWW.ESTATEPROBATELITIGATION.COM

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

January 24, 2014

Donald Tescher, Esq.
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Re: Estate of Shirley Bernstein, Case No.: 50211CP000653XXXXSB

Dear Don:

Enclosed is an Order on Motion to Withdraw as Counsel of Record dated January 23, 2014 entered by Judge Colin. Also, enclosed is my Statement for Services Rendered dated January 24, 2014.

Should you have any questions, concerns or comments regarding the foregoing, please do not hesitate to contact me.

Yours truly,

Mark R. Manceri, Esq.

MRM/mmp
Enclosures

cc: Robert Spallina, Esq. (w/enclos.)

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, PROBATE DIVISION

Deceased. CASE NO: 502011CP000653XXXXSB

_____/

ELIOT IVAN BERNSTEIN, PRO SE DIVISION: COLIN (IY)

Petitioner

vs.

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

Respondents.

_____/

ORDER ON MOTION TO WITHDRAW AS COUNSEL OF RECORD

THIS CAUSE came before the Court on January 23, 2014 on the Motion to Withdraw as Counsel of Record for Ted Bernstein, as Successor Personal Representative; Donald R. Tescher and Robert L. Spallina, filed by MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ., and the Court having reviewed the file, heard argument of counsel and being otherwise fully advised in the premises, it is hereupon ORDERED AND ADJUDGED, as follows:

1. The Motion is granted.

2. MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ. are hereby relieved as counsel of record for Ted Bernstein, as Successor Personal Representative; Donald R. Tescher and Robert L. Spallina.

3. All future pleadings or documents shall be served upon Ted Bernstein, as Successor

Personal Representative; Donald R. Tescher and Robert L. Spallina, at their last known address:

Ted Bernstein, Successor Personal Representative
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487
E-mail: tberstein@lifeinsuranceconcepts.com

Donald R. Tescher
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
E-mail: dtescher@tescherspallina.com

Robert L. Spallina
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
E-mail: rspallina@tescherspallina.com

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this _____ day of January, 2014.

MARTIN H. COLIN
CIRCUIT COURT JUDGE

SIGNED & DATED
JAN 23 2014
JUDGE MARTIN H. COLIN

Copies furnished to:
Mark R. Manceri, Esq.
Ted Bernstein, Successor Per. Rep.
Donald R. Tescher
Robert L. Spallina
All Interested Persons

Mark R. Manceri, P.A.

ATTORNEY AND COUNSELOR AT LAW
2929 EAST COMMERCIAL BOULEVARD - SUITE 702
FORT LAUDERDALE, FLORIDA 33308

MARK R. MANCERI

FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES

TELEPHONE (954) 491-7099
FACSIMILE (954) 771-0545

January 24, 2014

FOR SERVICES RENDERED THROUGH DATE OF STATEMENT

Donald R. Tescher, Esq.
Robert L. Spallina, Esq.
Tescher and Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton FL 33431

RE: ESTATE OF SHIRLEY BERNSTEIN
CASE NO.: 502011CP000653XXXXSB

CURRENT CHARGES:

		Hours	*Amount*
01/02/2014	Travel and attendance at Hearing and Meeting; receipt and review e-mails from Eliot Bernstein.	6.00	2,460.00
01/03/2014	Prepare correspondence to Judge Colin; review file; prepare Second Request to Produce; receipt and review e-mail from Eliot Bernstein.	1.00	410.00
01/06/2014	Receipt and review e-mails from Robert Spallina, Esq.; receipt and review e-mails from Ted Bernstein; receipt and review e-mail from Alan Rose, Esq.	0.40	164.00
01/07/2014	Receipt and review e-mail from Ted Bernstein.	0.10	41.00
01/08/2014	Receipt and review e-mails from Alan Rose, Esq.; prepare e-mail to Alan Rose, Esq.; receipt and review e-mail from Robert Spallina, Esq.; prepare e-mail to Robert Spallina, Esq.	0.40	164.00
01/09/2014	Receipt and review e-mail from Ted Bernstein.	0.10	41.00
01/10/2014	Review file; prepare Motion to Withdraw.	0.30	123.00
01/13/2014	Receipt and review Order; prepare Notice of Hearing.	0.20	82.00
01/22/2014	Prepare for 1/23/14 Hearing.	0.30	123.00

		Hours	*Amount*
01/23/2014	Preparation, travel and attendance at hearing.	1.00	410.00
	ATTORNEY'S FEES AT $410.00 PER HOUR:	*9.80*	*$4,018.00*
	ADVANCED CLIENT COSTS:		
	Photocopying Charges		47.00
	Postage		17.00
	TOTAL ADVANCED CLIENT COSTS:		*$64.00*
	TOTAL CURRENT CHARGES:		*$4,082.00*
	PREVIOUS BALANCE		*$21,220.50*
	TOTAL NOW DUE		*$25,302.50*

PLEASE REVIEW THIS STATEMENT CAREFULLY AND COMPLETELY. IF YOU HAVE AN OBJECTION(S) TO ANY ENTRY, YOU ARE TO ADVISE US, IN WRITING, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS STATEMENT. IF WE DO NOT RECEIVE ANY SUCH OBJECTION(S) WE WILL ASSUME THIS STATEMENT MEETS WITH YOUR APPROVAL.

ALL BALANCES DUE MORE THAN THIRTY (30) DAYS WILL ACCRUE INTEREST AT 1.5% PER MONTH
THANK YOU.

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, **PROBATE DIVISION**

Deceased. **CASE NO: 502011CP000653XXXXSB**

/

ELIOT IVAN BERNSTEIN, PRO SE **DIVISION: COLIN (IY)**

Petitioner

vs.

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

Respondents.

/

MOTION TO WITHDRAW AS COUNSEL OF RECORD

COME NOW, Mark R. Manceri, Esq., and Mark R. Manceri, P.A., pursuant to Rule 2.505 of the Florida Rules of Judicial Administration and hereby file this their Motion to Withdraw as Counsel of Record and in support thereof state, as follows:

1. MARK R. MANCERI, P.A. was retained by Ted Bernstein, as Successor Personal Representative; Donald R. Tescher and Robert L. Spallina (hereinafter the "Clients") to represent each of them in these proceedings.

2. MARK R. MANCERI, ESQ. of MARK R. MANCERI, P.A. was the attorney responsible for rendering the legal services to the Clients.

3. Professional consideration(s) has arisen which prevent(s) the continued

MARK R. MANCERI, P.A. • 2929 East Commercial Blvd. • Suite 702 • Fort Lauderdale, FL 33308 • (954) 491-7099

representation of the Clients.

4. The mailing and e-mail addresses and the telephone numbers of the Clients are as follows:

Ted Bernstein, 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487, e-mail: tbernstein@lifeinsuranceconcepts.com; telephone number (561) 988-8984.

Donald R. Tescher, 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, e-mail: dtescher@tescherspallina.com; telephone number (561) 997-7008.

Robert L. Spallina, 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, e-mail: rspallina@tescherspallina.com; telephone number (561) 997-7008.

WHEREFORE, MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ., hereby request that this Honorable Court enter an Order consistent with the relief requested herein allowing MARK R. MANCERI, P.A. and MARK R. MANCERI, ESQ to withdraw and any other relief this Honorable Court deems just, equitable and proper.

MARK R. MANCERI, P.A.
Attorney for Ted Bernstein, Successor Per. Rep.
Donald R. Tescher and Robert L. Spallina
2929 East Commercial Blvd., Suite 702
Ft. Lauderdale, FL 33308
Telephone: (954) 491-7099
E-mail: mrmlaw@comcast.net
mrmlaw1@gmail.com

By: _____
Mark R. Manceri, Esq.
Florida Bar No. 444560

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-mail to the designated address(es) and U.S. mail, as noted, to all parties on the following Service List, this 10th day of January, 2014.

Mark R. Manceri, Esq.

SERVICE LIST

Theodore Stuart Bernstein (e-mail)
Life Insurance Concepts
950 Peninsula Corporate Circle, Suite 3010
Boca Raton, Florida 33487

Eliot Bernstein (U.S. mail)
2753 NW 34th Street
Boca Raton, Florida 33434

Lisa Sue Friedstein (U.S. mail)
2142 Churchill Lane
Highland Park, IL 60035

Pamela Beth Simon (U.S. mail)
950 North Michigan Avenue, Suite 2603
Chicago, IL 60611

Jill Iantoni (U.S. mail)
2101 Magnolia Lane
Highland Park, IL 60035

Donald R. Tescher (e-mail)
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Robert L. Spallina (e-mail)
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

In Re: The Estate of Probate Division

SHIRLEY BERNSTEIN, File #: 502011CP000653XXXXSB

Decedent.
_____/

13 OCT 29 AM 9:56

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

SUCCESSOR
LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, owning assets in the State of Florida, and

WHEREAS, Ted S. Bernstein, has been appointed as Successor Personal Representative of the estate of the decedent and have performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare Ted S. Bernstein duly qualified under the laws of the State of Florida to act as personal representative of the estate of Shirley Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in West Palm Beach, Palm Beach County, FL, on 10/29, 2013.

_____
Circuit Judge

STATE OF FLORIDA • PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 29 DAY OF Oct, 2013
SHARON R. BOCK
CLERK & COMPTROLLER
By _____
DEPUTY CLERK

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

In Re: The Estate of Probate Division

SHIRLEY BERNSTEIN, File #: 502011CP000653XXXXSB

Decedent.
_____/

13 OCT 29 AM 9:56

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

SUCCESSOR
LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, owning assets in the State of Florida, and

WHEREAS, Ted S. Bernstein, has been appointed as Successor Personal Representative of the estate of the decedent and have performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare Ted S. Bernstein duly qualified under the laws of the State of Florida to act as personal representative of the estate of Shirley Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in West Palm Beach, Palm Beach County, FL, on 10/25, 2013.

_____
Circuit Judge

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 29 DAY OF OCT, 2013
SHARON R. BOCK
CLERK & COMPTROLLER
By _____
DEPUTY CLERK

TS001859

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF LISA S. FRIEDSTEIN

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

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

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

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

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

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

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

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

Signed on this 11 day of September, 2013.

LISA S. FRIEDSTEIN, Affiant

STATE OF ILLINOIS

COUNTY OF Lake

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

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

OFFICIAL SEAL
SONJA PATRICK
Notary Public - State of Illinois
My Commission Expires Oct 28, 2014

(SEAL)

NOTARY PUBLIC

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY - RECEIVED-FILED

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein
LISA S. FRIEDSTEIN

EXHIBIT "A"

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No.
502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF JILL IANTONI

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

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

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

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

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

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

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

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

Signed on this 11 day of September, 2013.

Jill Iantoni

JILL IANTONI, Affiant

STATE OF ILLINOIS

COUNTY OF Lake

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

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

(SEAL) NOTARY PUBLIC

OFFICIAL SEAL
NADIA GABRIEL
Notary Public - State of Illinois
My Commission Expires Oct 9, 2015

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31

SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY DIVISION-FILED

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on October 1st, 2012.

Beneficiary

By: _____
JILL IANTONI

EXHIBIT "A"

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF PAMELA B. SIMON

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

1. I am an adult daughter of Shirley Bernstein and reside at 950 North Michigan Avenue, Suite 2603, Chicago, Illinois.

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

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

4. I freely and voluntarily signed the Waiver on August 8, 2012 and returned it to the offices of Tescher & Spallina, P.A. for filing in connection with the completion of my mother's probate.

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

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

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

Signed on this 12th day of September, 2013.

PAMELA B. SIMON, Affiant

STATE OF ILLINOIS

COUNTY OF Cook

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

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

(SEAL)

Cheryl Marie Sychowski
NOTARY PUBLIC

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

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

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation, and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on 8/8, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

EXHIBIT "A"

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

AFFIDAVIT OF TED S. BERNSTEIN

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

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

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

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

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

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

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

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

Signed on this 12 day of September, 2013.

TED S. BERNSTEIN, Affiant

STATE OF FLORIDA

COUNTY OF PALM BEACH

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

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

(SEAL)

NOTARY PUBLIC

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

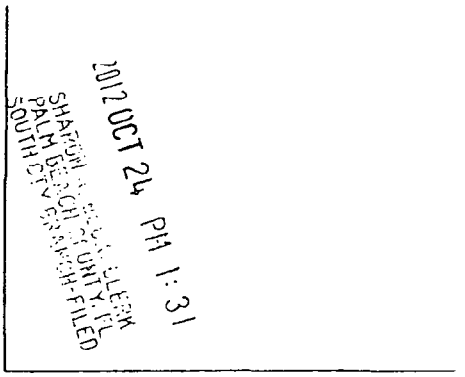
IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division



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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on 8/1/12, 2012.

Beneficiary

BY: Ted Bernstein
TED BERNSTEIN

EXHIBIT A

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased

CASE NO. 502011CP000653XXXXSB

Judge: MARTIN H. COLIN
Room #:
Telephone: 561-330-1750
Clerk's Office Tel.: 561-274-1588
(For **Ex Parte**, request file by **10:00 a.m.**)

DOD: **12/08/2010**
SS#: **347-30-9749**
Estate ID: **30-6283128**
Trust ID: **46-6235212**
www.15thcircuit.com/probate

FOR EX PARTE: Request file by 10:00 a.m. the day prior online at www.15thcircuit.com/probate

Our File No. **11187.005**

No.	Description	Filing Date
33.	Agreed Order to Reopen Estate and Appoint Successor Personal Representatives	09/24/2013
34.	Order on Notice of Emergency Motion to Freeze Estates	09/24/2013
35.	Oath of Personal Representative, Designation of Resident Agent and Acceptance	10/09/2013
36.	Successor Letters of Administration	PENDING
37.	Petition to Determine and Release Title of Exempt Property (filed by Elliot)	10/10/2013

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased

CASE NO. 502011CP000653XXXXSB

Judge: MARTIN H. COLIN
Room #:
Telephone: 561-330-1750
Clerk's Office Tel.: 561-274-1588
(For **Ex Parte**, request file by **10:00 a.m.**)

DOD: **12/08/2010**
SS#: **347-30-9749**
Estate ID: **30-6283128**
Trust ID: **46-6235212**
www.15thcircuit.com/probate

FOR EX PARTE: Request file by 10:00 a.m. the day prior online at www.15thcircuit.com/probate

Our File No. **11187.005**

No.	Description	Filing Date
18.	Affidavit of No Florida Estate Tax Due	10/22/2012
19.	Waiver of Accounting and Portions of Petition for Discharge (Simon Bernstein)	10/22/2012
20.	Waiver of Accounting and Portions of Petition for Discharge (Ted Bernstein)	10/22/2012
21.	Waiver of Accounting and Portions of Petition for Discharge (Pam Simon)	10/22/2012
22.	Waiver of Accounting and Portions of Petition for Discharge (Eliot Bernstein)	10/22/2012
23.	Waiver of Accounting and Portions of Petition for Discharge (Jill Iantoni)	10/22/2012
24.	Waiver of Accounting and Portions of Petition for Discharge (Lisa Friedstein)	10/22/2012
25.	Waiver of Accounting and Portions of Petition for Discharge (Simon Bernstein)	10/22/2012
26.	Waiver of Accounting and Portions of Petition for Discharge (Ted Bernstein)	10/22/2012
27.	Waiver of Accounting and Portions of Petition for Discharge (Pam Simon)	10/22/2012
28.	Waiver of Accounting and Portions of Petition for Discharge (Eliot Bernstein)	10/22/2012
29.	Waiver of Accounting and Portions of Petition for Discharge (Jill Iantoni)	10/22/2012
30.	Waiver of Accounting and Portions of Petition for Discharge (Lisa Friedstein)	10/22/2012
31.	Petition for Discharge	10/22/2012
32.	Order of Discharge	01/03/2013

IN THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased

CASE NO. 502011CP000653XXXXSB

Judge: Martin H. Colin
Room #:
Telephone: 561-330-1750
Clerk's Office Tel.: 561-274-1588
For **Ex Parte**, request file at www.15thcircuit.com/probate **by 2:00 the day prior of UMC**

DOD: **12/08/2010**
SS#: **347-30-9749**
Estate ID: **30-6283128**
Trust ID: **46-6235212**

Our File No. **11187.005**

No.	Description	Filing Date
1.	Will of Shirley Bernstein	02/10/2011
2.	Certificate of Death	02/10/2011
3.	Petition for Administration	02/10/2011
4.	Oath of PR, Designation of Resident Agent, and Acceptance	02/10/2011
5.	Order Admitting Will to Probate and Appointing Personal Representative	02/10/2011
6.	Letters of Administration	02/10/2011
7.	Notice of Trust	02/10/2011
8.	Notice of Administration	03/18/2011
9.	Notice to Creditors	03/18/2011
10.	Proof of Publication of Notice to Creditors	04/05/2011
11.	Proof of Publication of Notice of Administration	04/05/2011
12.	Notice of Filing Proof of Svc of Notice to Creditors Upon the AHCA	04/22/2011
13.	Proof of Service of Notice of Administration	07/28/2011
14.	Inventory	09/08/2011
15.	Proof of Service of Inventory upon FL Dept of Revenue	10/04/2011
16.	Probate Checklist	10/22/2012
17.	Statement Regarding Creditors	10/22/2012

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: October 10, 2013

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: 1 Mailed: _____ Stamped Envelope Enclosed: yes
Certified copies: 3 Mailed: _____
Check in the amount of $6.00 for:
Filing fee_____ Certified copies 3

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed is the original Oath of Personal Representative and Designation of Resident Agent and Acceptance, together with a proposed Successor Letters of Administration.

Please provide 1 conformed copy and 3 certified copies of the Successor Letters of Administration.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By: Robert L. Spallina /km
Robert L. Spallina, Esquire

LAW OFFICES

TESCHER & SPALLINA, P.A.

CHECK DEPOSIT: _____ TRUST: _____ DATE: 10/10/13

CHECK REQUEST: ✓ FIRM: ✓

CLIENT CHARGE: _____

CLIENT/FILE: Bernstein, Shirley FILE No.: 11187.005

PAYEE/PAYOR: Clerk of the Circuit Court

AMOUNT: $6.00 PAYMENT FOR: certified copies

SPECIAL INSTRUCTIONS: _____

PERSON REQUESTING/ATTORNEY: _____

POSTED: _____ DATE: _____ BY: _____

5732

TESCHER & SPALLINA P A
OPERATING ACCOUNT
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

DATE 10/10/13 63-964-670

PAY TO THE ORDER OF Clerk of the Circuit Court $6.00

SIX & NO/100 DOLLARS

Security Features Included. Details on Back.

Sabadell United Bank

FOR Bernstein Shirley 11187.005 Kimberly Moran

⑈005732⑈ ⑆067009646⑆ 022004765⑈

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: November 15, 2012

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: 1 Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing are the Waivers of Accounting and Portions of Petition for Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge, which have been notarized as per your memorandum dated November 5, 2012 (also enclosed). Please provide one conformed copy of the Proposed Order of Discharge.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By: Robert L. Spallina/km
Robert L. Spallina, Esquire

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: October 22, 2012

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing are the following documents:

1. Probate Checklist
2. Statement Regarding Creditors
3. Affidavit of No Florida Estate Tax Due
4. Waivers of Accounting and Portions of Petition for Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge
5. Petition for Discharge
6. Proposed Order of Discharge (please provide one conformed copy).

Thank you for your courtesies in this matter.

Tescher & Spallina, P.A.

By:_____
Robert L. Spallina, Esquire

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: February 9, 2012

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed is a self addressed envelope. Please provide us with a **closing checklist**.

Thank you for your courtesies in this matter.

Tescher & Spallina, P.A.

By:_____
Robert L. Spallina, Esquire

LAW OFFICES

TESCHER & SPALLINA, P.A.

CHECK DEPOSIT: _____ TRUST: _____ DATE: 2/9/11

CHECK REQUEST: ✓ FIRM: ✓

CLIENT CHARGE: _____

CLIENT/FILE: Bernstein FILE No.: 11187.005

PAYEE/PAYOR: Clerk of Circuit Court

AMOUNT: $419.00 PAYMENT FOR: opening probate/ Certified copies

SPECIAL INSTRUCTIONS: _____

PERSON REQUESTING/ATTORNEY: _____

POSTED: _____ DATE: _____ BY: _____

5393

TESCHER & SPALLINA, P.A.
OPERATING ACCOUNT
4855 TECHNOLOGY WAY SUITE 720
BOCA RATON, FL 33431

EZShield™ Check Fraud Protection for Business

63-964-670

DATE 2/9/11

PAY TO THE ORDER OF Clerk of Circuit Court $ 419.00

four hundred nineteen & NO/100 DOLLARS

Security Features Included Details on Back.

BNY MELLON
Mellon United National Bank
Boca Raton, Florida

FOR Bernstein/11187.005 Kimberly Moran

⑈005393⑈ ⑆067009646⑆ 022004765⑈

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: February 8, 2011

CASE NO.: STYLE: Estate of Shirley Bernstein

Conformed copies: 1 Mailed: _____ Stamped Envelope Enclosed: Yes
Certified copies: 6 Mailed: _____
Check in the amount of $419.00 for:
Filing fee $401.00 Certified copies $18.00

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing are the following:

1) Will of Shirley Bernstein **(please provide a receipt for the Will)**;
2) Certificate of Death;
3) Petition for Administration;
4) Oath of Personal Representative, Designation of Resident Agent, and Acceptance
5) Notice of Trust;
6) Proposed Order Admitting Will to Probate and Appointing Personal Representative **(one conformed copy requested)**; and
7) Proposed Letters of Administration **(6 certified copies requested)**.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By: _____
Robert L. Spallina, Esquire

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 an ALL-STAR LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001882

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001883

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
OCT 10 2013
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF	PROBATE DIVISION
SIMON L. BERNSTEIN	FILE NO. 502012CP004391XXXXSB
DECEASED	DIVISION: FRENCH

PETIONER

ELIOT BERNSTEIN

PRO SE

PETITION TO DETERMINE AND RELEASE TITLE OF EXEMPT PROPERTY

Petitioner, Eliot Ivan Bernstein alleges:

1. Petitioner, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, is the son of the decedent who, on the date of death, was domiciled in Florida.
2. That Petitioner is the father of the minor who is entitled by law to the exempt property is:

   Joshua Bernstein, whose address is 2753 NW 34th Street, Boca Raton, FL 33434, and the grandson of Simon L. Bernstein, whose birthday is August 27, 1997 and is a minor.

3. This petition is filed within the time permitted by Section 732.402(6) of the Florida Probate Court.
4. Petitioner alleges the exempt property and the basis on which it is claimed to be exempt are as follows:

That on August 25, 2012, Simon Bernstein purchased, titled, insured and registered an automobile, in his name, from Delray Kia, 2255 S. Federal Hwy, in Delray Beach FL, for the benefit of his grandson, Joshua Bernstein and paid for the car, title and tags in full. The car is described as:

Silver, 2013 Kia Soul, VIN # KNDJT2A50D7497193, license plate # BGFC36

That on August 26, 2012, after Sunday Brunch together, Simon Bernstein, dressed the car in balloons, and gave the car to his grandson Joshua for his birthday as a surprise, of which, there are several witnesses, pictures and a birthday video. The car was then driven home to Joshua and Petitioner's place of residence and driven for the benefit of Joshua thereafter. This was the last time Joshua saw his grandfather alive and will always be a special memory in his heart forever.

That Simon's intentions were to transfer the title of ownership to Joshua when he received the car title via US Postal mail. That on September 13, 2012, Simon Bernstein passed away. Given the short time (2 weeks) in between the two events and the original title to the car not being received in the mail yet, on the date of Simon's death the car was still in his Simon's name and not transferred to Joshua.

Petitioner notified Robert Spallina, the alleged Personal Representative of the Estate of Simon Bernstein, the circumstances and was guaranteed the issue would be resolved.

That at midnight on December 2, 2012 the issue was still not resolved and the registration for the vehicle expired. Petitioner again contacted Robert Spallina and was informed that for no specified reason the postal mail belonging to Simon Bernstein was being forwarded to Joshua's uncle, Ted Bernstein at 880 Berkeley Street in Boca Raton, Florida and to contact him regarding the title and the expired registration notices that were sent in the mail. Immediately after Simon's death, Ted Bernstein took control and possession of all Simon Bernstein's mail, took control and possession of all Simon Bernstein's files, including personal and business related files, including those related to the purchase of the car and is tampering, suppressing and denying them the same. Ted Bernstein refuses to forward the above information to Petitioner after several requests and is in control, refusing to forward, tampering and suppressing the above information to the alleged Personal Representatives, Robert Spallina and Donald Tescher and their law firm Tescher & Spallina, P.A.

That as of this date, October 10, 2013, and beginning on December 2, 2012, the above mentioned gifted automobile has been sitting on the street at 2753 NW 34th Street, Boca Raton, Florida, unregistered, uninsured (at risk to the estate of the Simon Bernstein) and un-drivable by the rightful owner Joshua Bernstein against the wishes of his grandfather, the decedent, Simon Bernstein. That a sixteen year old boy, Joshua Bernstein, has to walk by his automobile every day and be remembered of his grandfather's special gift and those responsible for preventing him from having it, namely his uncle, Ted Bernstein, who ironically shares the same birthday as Joshua, and Robert Spallina and Donald Tescher.

That Robert Spallina, as Personal Representative and counsel for the estate, has refused to resolve this issue and continues to put the estate at risk and breach their fiduciary duties. Due to the Personal Representatives lack of duty and care and abuse of powers that allow Ted Bernstein control and tampering of Simon Bernstein's mail and documents and therefore aiding in suppression, tampering and mis-handling of original documents and titles is causing severe damages and injury to the beneficiaries of the decedent. This seems to be a conspired effort by Ted Bernstein and the Personal Representatives to interfere with the administration of the estate, create disputes among the beneficiaries, generate more legal fees, and cause harm to all involved as other documents are missing as well, including a Life Insurance Trust that is a beneficiary of a life insurance policy currently in litigation in the State of Illinois where Ted Bernstein is trying to convert the proceeds to himself against the insurers request to get a court order from this court. Other documents have been admittedly forged and fraudulent in the administration of the estate of Shirley Bernstein and Fraud on the Court before Hon Judge Martin H. Colin and continues by these same named fiduciary conspirators. From all these actions, Petitioner has lost all trust and faith and comes to this court to remedy these wrong-doings as no other option is available.

Petitioner prays that this Court can rectify the above matter and resolve this issue and demand the original car title be transferred to Joshua Bernstein so that the automobile can be properly titled, registered, insured and drivable by the rightful owner, Joshua Bernstein and stop the anguish and harm these actions are causing, again to a sixteen year old boy.

Petitioner requests that all current fiduciaries including but not limited to Personal Representatives, Estate Counsel and Trustees be removed for this willful, wanton, reckless, and gross negligent behavior and disregard of law by the alleged fiduciaries of the estate and estate counsel.

Petitioner requests that a court order be entered determining the persons entitled to the above-described property as exempt property under Section 732.402 of the Florida Probate Code and authorizing and directing the Personal Representatives to deliver and transfer the title of ownership.

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 October 10, 2013

Petitioner

Eliot Bernstein

PRO SE

I CERTIFY that a copy hereof has been furnished to:

Ted Bernstein

Donald Tescher Co-Personal Representative of the Estate of Simon Bernstein

Robert Spallina, Co-Personal Representative of the Estate of Simon Bernstein

Robert Spallina c/o Tescher & Spallina, P.A. counsel for the Estate of Simon Bernstein

By _____, on October 10, 2013

LEGAL OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company SINCE 1977 RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001887

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

In Re: The Estate of Probate Division

SHIRLEY BERNSTEIN, File #: 502011CP000653XXXXSB

Decedent.
_____/

SUCCESSOR
LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, owning assets in the State of Florida, and

WHEREAS, Ted S. Bernstein, has been appointed as Successor Personal Representative of the estate of the decedent and have performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare Ted S. Bernstein duly qualified under the laws of the State of Florida to act as personal representative of the estate of Shirley Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in West Palm Beach, Palm Beach County, FL, on _____, 2013.

_____
Circuit Judge

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 AN ALLSTATE LEGAL COMPANY RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001889

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

In Re: The Estate of Probate Division

Shirley Bernstein, File No. 502011CP000653XXXXSB

Decedent.

_____/

OATH OF PERSONAL REPRESENTATIVE
DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, Ted S. Bernstein (Affiant), state under oath that:

1. I have been appointed as personal representative of the estate of Shirley Bernstein, deceased.
2. I will faithfully administer the estate of the decedent according to law.
3. My place of residence is 880 Berkeley Street, Boca Raton, FL 33487, and my post office address is the same.
4. I hereby designate Robert L. Spallina, Esquire, who is a member of The Florida Bar, a resident of Broward County, Florida, whose place of residence is 7387 Wisteria Avenue, Parkland, FL 33076, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, as my agent for the service of process or notice in any action against me, either in my representative capacity, or personally, if the personal action accrued in the administration of the estate.

Ted S. Bernstein, Affiant

Sworn to and subscribed to before me on October 2, 2013, by Ted S. Bernstein, Affiant, who is personally known to me _____ or who produced Florida Driver License as identification.

Diane Dustin
Notary Public

(Affix Notarial Seal)

DIANE DUSTIN
MY COMMISSION EXPIRES
June 11, 2017
#EE 873369
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Bar Form No. P-3.0600
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Reviewed October 1, 1998

ACCEPTANCE

I CERTIFY that I am a permanent resident of Broward County, Florida, residing at the place indicated above. I hereby accept the foregoing designation as Resident Agent.

Signed on 10/5, 2013.

ROBERT L. SPALLINA, Resident Agent
rspallina@tescherspallina.com

Bar Form No P-3.0600
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Reviewed October 1, 1998

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TS001893

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF SHIRLEY BERNSTEIN, PROBATE DIVISION

Deceased. CASE NO: 502011CP000653XXXXSB

/

ELIOT IVAN BERNSTEIN, PRO SE DIVISION: COLIN

Petitioner

vs.

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

Respondents.

/

ORDER ON NOTICE OF EMERGENCY MOTION TO FREEZE ESTATES

THIS CAUSE came before the Court on September 13, 2013, on the Emergency Motion to Freeze Estates filed by Eliot Bernstein and the interested persons having been duly noticed and in attendance at the Hearing were Eliot Bernstein; Candice Bernstein; Mark R. Manceri, Esq., as counsel for Robert L. Spallina and Donald R. Tescher; Robert L. Spallina and Theodore S. Bernstein, and the Court having heard the argument(s) of the parties and being otherwise fully advised in the premises, it is hereupon, ORDERED AND ADJUDGED, as follows:

1. The Court finds that no emergency currently exists. As such, the Emergency Motion is denied.

2. The Hearing time currently reserved for October 28, 2013 will be conducted as an evidentiary Hearing solely regarding the Estate of Shirley Bernstein.

3. The purpose of the evidentiary Hearing shall be for the Court to address any alleged improprieties or defects in the form of the pleadings or other documents submitted to the Court in furtherance of closing the Estate of Shirley Bernstein.

4. Pursuant to the request of Counsel for Robert L. Spallina and Donald R. Tescher the time of the evidentiary Hearing on October 28, 2013 has been moved from 10:00 a.m. to _____ p.m. One hour has been reserved.

DONE AND ORDERED in Chambers, at Delray Beach, Palm Beach County, Florida, this _____ day of September, 2013.

SIGNED & DATED
SEP 24 2013
MARTIN H. COLIN

HONORABLE MARTIN H. COLIN
CIRCUIT COURT JUDGE

Copies furnished to:
Mark R. Manceri, Esq.
Eliot Bernstein
All Interested Persons

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TS001896

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

AGREED ORDER TO REOPEN ESTATE AND APPOINT SUCCESSOR PERSONAL REPRESENTATIVES

On the motion of Tescher & Spallina, PA for administration of the Estate of Shirley Bernstein, deceased, and pursuant to an agreement announced in open Court on the record by the persons in attendance at a hearing on September 13, 2013 regarding the estate of the decedent, the Court finding that the decedent died on December 8, 2010, that the personal representative of the estate, Simon Bernstein, died on September 13, 2012, and that Ted S. Bernstein is entitled to appointment as personal representative by reason of being named in the decedent's Will dated May 20, 2008 as successor personal representatives, it is:

ADJUDGED that the estate shall be reopened and that Ted S. Bernstein is appointed as successor personal representative of the estate of the decedent, and that upon taking the prescribed oaths, filing designations and acceptances of resident agent, and entering into bond in the sum of $ -0-, Successor Letters of Administration shall be issued.

DONE and ORDERED in Delray Beach, Palm Beach County, FL, on SIGNED & DATED SEP 24 2013, 2013.

JUDGE MARTIN H. COLIN

Circuit Judge

cc: Mark Manceri, Esq.
Eliot I. Bernstein
All Interested Persons

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TS001898

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXX SB

Probate Division

ORDER OF DISCHARGE

On the Petition for Discharge of SIMON BERNSTEIN, as personal representative of the Estate of Shirley Bernstein, deceased, the court finding that the estate has been fully administered and properly distributed, that claims of creditors have been paid or otherwise disposed of, that the tax imposed by Chapter 198 of the Florida Statutes, if any, has been paid, and that the personal representative should be discharged, it therefore is

ADJUDGED that the personal representative is discharged, and the surety on the personal representative's bond, if any, is released from further liability.

ORDERED on _____, 2012.

SIGNED & DATED
JAN 03 2013
JUDGE MARTIN H. COLIN

Circuit Judge

cc: Robert L. Spallina, Esquire

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TS001900

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011000653XXXX SB

Probate Division

PETITION FOR DISCHARGE
(full waiver)

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

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

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

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

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

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

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TS001901

Pamela B. Simon	950 North Michigan Avenue Suite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34th Street Boca Raton, FL 33434	son	adult
Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult
Lisa S. Friedstein	2142 Churchill Lane Highland Park, IL 60035	daughter	adult

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

(a) acknowledging that they are aware of the right to have a final accounting;

(b) waiving the filing and service of a final accounting;

(c) waiving the inclusion in this petition of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers or other agents employed by the personal representative and the manner of determining that compensation;

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

(e) waiving the inclusion in this petition of a plan of distribution;

(f) waiving service of this petition and all notice thereof;

(g) acknowledging receipt of complete distribution of the share of the estate to which they are entitled; and

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

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

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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 April 9, 2012.

Personal Representative

SIMON L. BERNSTEIN

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, St. 720
Boca Raton, FL 33431
561-997-7008

N:\WPDATA\estates\Bernstein, Shirley\Pleadings\Closing Pleadings\Discharge Per.wpd

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TS001904

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB
Probate Division
Division

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein
LISA S. FRIEDSTEIN

Sworn to and subscribed to before me on August 21, 2012, by LISA S. FRIEDSTEIN, who is personally known to me ✓ or who produced _____ as identification.

KIMBERLY MORAN
MY COMMISSION EXPIRES April 28, 2016
#EE 156021
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 AN ALLSTATE LEGAL COMPANY RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001906

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on October 1, 2012.

Beneficiary

By: _____
JILL IANTONI

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

(Affix Notarial Seal)

KIMBERLY MORAN
MY COMMISSION # EE 156021
EXPIRES: March 28, 2016
#EE 156021
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public State of Florida

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001908

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on May 15, 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

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

(Affix Notarial Seal)

_____
Notary Public State of Florida

LEGAL OFFICE PRODUCTS & SUPPLIES since 1977 an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on 8/8, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

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

(Affix Notarial Seal)

KIMBERLY MORAN MY COMMISSION EXPIRES: April 20, 2016 #EE 156021 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Kimberly Moran
Notary Public State of Florida

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 an ALL-STATE LEGAL company
RECYCLED PAPER
TO REORDER CALL 954-846-9399

TS001912

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on 8/1/12, 2012.

Beneficiary

By: Ted Bernstein
TED BERNSTEIN

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

KIMBERLY MORAN MY COMMISSION EXPIRES: JUNE 28, 2014 #EE 156021 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

(Affix Notarial Seal)

Kimberly Moran
Notary Public State of Florida

LEGAL since 1977 OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001914

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on 4/9/12, 2012.

Beneficiary

By: _____
SIMON L. BERNSTEIN

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

(Affix Notarial Seal)

KIMBERLY MORAN MY COMMISSION # EE 156021 EXPIRES: Feb. 25, 2016 #EE 156021 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public State of Florida

LEGAL OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company SINCE 1977 RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001916

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

2012 OCT 24 PM 1:31
SHARON R. BOCK CLERK
PALM BEACH COUNTY FL
SOUTH CITY DIV 18TH-FILED

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on August 21, 2012.

Beneficiary

By: Lisa Friedstein
LISA S. FRIEDSTEIN

LEGAL OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company SINCE 1977 RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001918

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF File No. 502011CP000653XXXXSB

SHIRLEY BERNSTEIN, Probate Division

Deceased. Division

2012 OCT 24 PM 1:31
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
SOUTH CITY
RECEIVED-FILED

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on October 1st, 2012.

Beneficiary

By: _____
JILL IANTONI

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on AUGUST 12TH, 2012.

Beneficiary

By: Jill Iantoni
JILL IANTONI

JILL IANTONI
2101 MAGNOLIA LANE
HIGHLAND PARK, IL 60035

~~[redacted]~~

8-12-12

Mr. Robert L. Spallina
Law Offices of Tescher & Spallina, P.A.
Boca Village Corporate Center I
4855 Technology Way, Suite 720
Boca Raton, Florida 33431

Dear Mr. Spallina:

As you requested enclosed is my signed Waiver of Accounting and Portions of Petition for Discharge; Waiver of Service of Petition for Discharge; and Receipt of Beneficiary and Consent to Discharge (the "Waiver"). Please note that I have signed the enclosed Waiver based on, and in reliance on, the statement made to me and my siblings during the joint telephone conference that we had with you and my father on May 10, 2012, that upon my father's death, whatever is left of my parents' assets will be divided equally between my parents' 10 grandchildren.

In addition, as you know, ~~my husband~~ David Simon, called to your attention certain erroneous statements that you included in the Waiver, including reference to the fact that I have an interest in the Estate of Shirley Bernstein as a beneficiary, that I have received complete distribution of my share and that I have actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers and other agents. In response, you sent an email to ~~my husband~~ David Simon on June 4, 2012, which stated that I am not entitled to anything under my mother's probate estate and my father is not taking a personal representative fee and your fee and the accountant's fee are reasonable. You did not, however, include the amount of your fee and the accountant's fee as required under the Waiver.

Although I do not feel comfortable signing the Waiver with erroneous statements included in it, as you instructed, I have signed the Waiver with the erroneous statements.

Sincerely,

~~[redacted]~~

Jill Iantoni

JILL IANTONI

LEGAL OFFICE PRODUCTS & SUPPLIES on ALL-STATE LEGAL company SINCE 1977 RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001922

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on May 15, 2012.

Beneficiary

By: _____
ELIOT BERNSTEIN

LEGAL
RECYCLED PAPER
TO REORDER CALL 954-846-9399

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

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(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on 8/8, 2012.

Beneficiary

By: _____
PAMELA B. SIMON

LEGAL
RECYCLED PAPER
TO REORDER CALL 954-846-9399

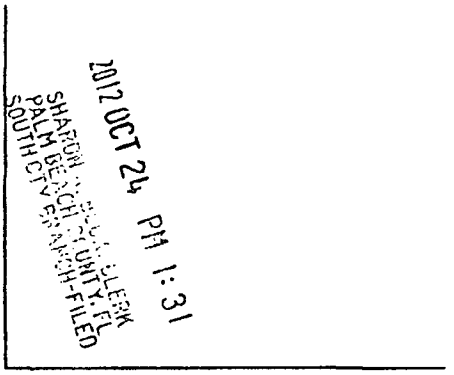
IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division



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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

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(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on 8/1/12, 2012.

Beneficiary

By: Ted Bernstein

TED BERNSTEIN

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001928

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

File No. 502011CP000653XXXXSB

Probate Division

Division

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

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

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

(a) Expressly acknowledges that the undersigned is aware of the right to have a final accounting;

(b) Waives the filing and service of a final or other accounting by the personal representative;

(c) Waives the inclusion in the Petition for Discharge of the amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation;

(d) Expressly acknowledges that the undersigned has actual knowledge of the amount and manner of determining the compensation of the personal representative, attorneys, accountants, appraisers, or other agents; has agreed to the amount and manner of determining such compensation; and waives any objections to the payment of such compensation;

(e) Waives the inclusion in the Petition for Discharge of a plan of distribution;

(f) Waives service of the Petition for Discharge of the personal representative and all notice thereof upon the undersigned;

(g) Acknowledges receipt of complete distribution of the share of the estate to which the undersigned was entitled; and

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

Signed on 4/9/12, 2012.

Beneficiary

By: _____
SIMON L. BERNSTEIN

LEGAL OFFICE PRODUCTS & SUPPLIES since 1977 an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001930

FLORIDA
DEPARTMENT OF REVENUE

Affidavit of No Florida Estate Tax Due

(for decedents dying on or after January 1, 2000)

DR-312
N. 01/00

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
IN RE: Estate of File No. 502011000653XXXSB
Shirley Bernstein, Deceased. Probate Division

(this space available for case style of estate probate proceeding)

(for official use only)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, the undersigned, SIMON BERNSTEIN (print name of personal representative), do hereby state:

1. I am the Personal Representative as defined in s. 198.01 or s. 731.201, Florida Statutes (F.S.), as the case may be, of the Estate of SHIRLEY BERNSTEIN (print name of decedent).
2. The decedent referenced above, whose Social Security Number is 347-30-9749, died on 12/08/2010 (date of death) and was domiciled, as defined in s. 198.015, F.S., at the time of death in the state of Florida.

   On date of death, the decedent was (check one): ☒ a U.S. citizen ☐ not a U.S. citizen
3. A federal estate tax return (federal Form 706 or 706-NA) is not required to be filed for the Estate.
4. The Estate does not owe Florida estate tax pursuant to Chapter 198, F.S.
5. I acknowledge personal liability for distribution in whole or in part of any of the Estate by having obtained release of such property from the lien of the Florida estate tax.

Under penalties of perjury, I declare that I have read this Affidavit and that the facts stated are true.

Executed this 9th day of April, 20 12.

Signature: _____

Print Name: SIMON BERNSTEIN

Mailing Address: 7020 Lions Head Lane, Boca R. to.,
FL, 33496 Telephone: _____

STATE OF Florida
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by Simon Bernstein
on this 9th day of April, 2012.

Personally known ✓
Or Produced Identification _____
Type of Identification Produced _____

Signature of Notary: _____

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

(Print, Type or Stamp Name of Notary)

TS001931

LEGAL OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company SINCE 1977 RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001932

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF	PROBATE DIVISION
SHIRLEY BERNSTEIN,	FILE NO.: 502011000653CPXXXXSB
Deceased.	DIVISION:

STATEMENT REGARDING CREDITORS

The undersigned, SIMON BERNSTEIN, as personal representative of the estate of Shirley Bernstein, deceased, alleges:

1. A Notice to Creditors in the estate of the decedent has been published as required by law, with the first publication occurring on March 18, 2011.

2. Diligent search has been made to ascertain the names and location or mailing addresses of all creditors of the decedent and of all other persons having claims or demands against the estate.

3. The names and, if known, the addresses of all creditors and other persons ascertained to have claims or demands against the estate and who have not filed a timely claim, or who have not had their claim included in a Personal Representative's Proof of Claim filed in this proceeding, are:

None

4. A copy of the Notice of Administration was served on each of the persons named on the attached schedule (if any) within three months after the first publication of the Notice of Administration, except as otherwise indicated on that schedule.

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 April 9, 2012.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

Simon Bernstein

Bar Form No. P-3.0831
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

LEGAL OFFICE PRODUCTS & SUPPLIES ON ALL STATE LEGAL company SINCE 1977 RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001934

CLERK OF THE CIRCUIT COURT
PALM BEACH COUNTY

PROBATE CHECKLIST

2011CP000653

SHIRLEY BERNSTEIN

Per Rep BERNSTEIN, SIMON L.
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

Attorney SPALLINA, ROBERT L.
4855 TECHNOLOGY WAY
SUITE 720
BOCA RATON, FL 33496

NOTE : ***** INDICATES NO DOCKET NUMBER ENTRY - DOCUMENT NOT FILED

Docket #	Date Filed	Description
2	10-Feb-2011	A. DEATH CERT PROBATE DECEDENT
*****		B. DEATH CERTIFICATE
7	10-Feb-2011	C. LETTERS OF ADMINISTRATION
10	25-Apr-2011	D. PROOF OF SRV NOT TO CREDITORS UPON THE AGENCY FOR HEALTH CARE ADMIN. & NOTICE OF FILING
*****		E. WAIVER OF NOTICE OF ADMINISTRATION
*****		F. PROOF OF PUBLICATION
12	09-Sep-2011	G. INVENTORY - ESTATE
*****		H. PR. AFFIDAVIT STMT RE CREDITORS SRCH FOR & NOT OF ADMIN
*****		I. CLAIMS FILED
*****		J. CLAIMS SATISFIED
*****		K. OBJECTION TO CLAIM
*****		L. NOTICE OF CIVIL ACTION
*****		M. ORDER STRIKING / DISMISSING CLAIM
*****		N. WITHDRAWAL OF CLAIM
*****		O. FEDERAL ESTATE TAX CLOSING LETTER

Only one of the two following Documents (Items P or Q) need be filed.

*****		P. FEDERAL ESTATE NON TAX CERTIFICATE
*****		Q. FINAL CERTIFICATE
*****		R. PETITION FOR DISCHARGE FILED
*****		S. REPORT OF DISTRIBUTION
*****		T. NOTICE FOR FINAL ACTING AND PETITION FOR DISCHARGE
*****		U. FINAL ACCOUNTING FILED
*****		V. OBJECTION TO FINAL ACCOUNTING
*****		W. WAIVER / SERVICE / CONSENT / RECEIPT
*****		X. RECEIPT OF BENEFICIARY

2011CP000653 - continued

Docket #	Date Filed	Description

I HEREBY ATTEST TO THE FILING OF ALL REQUIRED DOCUMENTS FOR THE ABOVE NAMED ESTATE.

SIGNATURE

*** end of report czrprbc ***

(czrprbc) Revised : 25-Feb-2004

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 an ALL STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001937

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

PROOF OF SERVICE OF INVENTORY
UPON FLORIDA DEPARTMENT OF REVENUE

PROOF OF SERVICE OF INVENTORY

I CERTIFY that on September 8, 2011, a copy of the Inventory of the above estate was mailed by U.S. certified mail, postage prepaid, return receipt requested, to the following:

Florida Department of Revenue
5050 W. Tennessee St., Bldg. K
Tallahassee, FL 32399-0100

SIGNED receipts or other evidence that delivery was made to, or refused by, each addressee or the address's agent are attached.

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 October 4, 2011.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By:_____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Florida Dept. of Revenue
5050 W. Tennessee St.
Bldg. K.
Tallahassee, FL 32399-0100

Bernstein-Inventory

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7006 3450 0001 2704 1004

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: October 4, 2011

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing is the Proof of Service of Inventory of the above referenced Estate upon the Florida Department of Revenue.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By:_____
Robert L. Spallina, Esquire

LEGAL OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company SINCE 1977 RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001941

7004 3450 0001 2704 7004

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$	mailed 9/8/11
Certified Fee		
Return Receipt Fee (Endorsement Required)		Postmark Here
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	$	

Bernstein - Inventory

Sent To
Florida Dept. of Revenue
Street, Apt. No.; or PO Box No.
5050 W. Tennessee St., Bldg. K.
City, State, ZIP+4
Tallahassee, FL 32399-0100

PS Form 3800, August 2006 See Reverse for Instructions

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXX SB

Deceased.

INVENTORY

The undersigned personal representative of the estate of SHIRLEY BERNSTEIN, deceased, who died on December 8, 2010, and whose social security number is XXX-XX-9749, submits this inventory of all the property of the estate, that has come into the hands, possession, control, or knowledge of these personal representatives:

REAL ESTATE IN FLORIDA – Exempt (Protected) Homestead:

Description
NONE

REAL ESTATE IN FLORIDA – Non-Exempt Homestead:

Description	Estimated Fair Market Value
NONE	

(Whether homestead property is exempt from the claims of creditors, whether it is properly devised and whether it is a probate asset may have to be determined by appropriate proceedings.)

OTHER REAL ESTATE IN FLORIDA:

Description	Estimated Fair Market Value
NONE	$
Total Real Estate in Florida – Except Exempt (Protected) Homestead	$

Bar Form No. P-3.0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

Estate of Shirley Bernstein
File No. 502011CP000653XXXX SB
INVENTORY

PERSONAL PROPERTY WHEREVER LOCATED:

Description	Estimated Fair Market Value
Furniture, furnishings, household goods and personal effects	$ 25,000.00 (est.)

TOTAL OF ALL PERSONAL PROPERTY AND FLORIDA REAL ESTATE$ $ 25,000.00

All real estate located outside the State of Florida owned by the decedent of which the personal representative is aware, if any, is described on a schedule attached hereto. [If none, so indicate]

NONE

NOTICE: Each residuary beneficiary in a testate estate or heir in an intestate estate has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representative obtained an independent appraisal for that asset and from whom the appraisal was obtained. Any other beneficiary may request this information regarding all assets distributed to or proposed to be distributed to that beneficiary.

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 this 29th day of August, 2011.

ROBERT L. SPALLINA, Esq.
Attorney for Personal Representative
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Telephone: (561) 997-7008

SIMON BERNSTEIN, Personal Representative

Bar Form No. P-3.0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Inventory was furnished by U.S. certified mail to:

Florida Department of Revenue
5050 W. Tennessee St., Bldg. K
Tallahassee, FL 32399-0100

on this 8 day of Sep, 2011.

TESCHER & SPALLINA, P.A.
Attorneys for the Personal Representative
of the Estate of Shirley Bernstein
4855 Technology Way, Suite 720
Boca Raton, Florida 33431
Telephone: (561) 997-7008

BY: _____
ROBERT L. SPALLINA, ESQ.
Florida Bar No. 497381

Bar Form No. P-3.0100
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: September 8, 2011

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing is the Inventory of the above referenced Estate.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By:_____
Robert L. Spallina, Esquire

LEGAL OFFICE PRODUCTS & SUPPLIES since 1977 an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001947

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN,

File No. 502011CP000653XXXXSB

Deceased.

PROOF OF SERVICE OF NOTICE OF ADMINISTRATION

I CERTIFY that on April 5, 2011, a copy of the attached Notice of Administration was mailed by United States registered or certified mail, return receipt requested, postage prepaid, to the entities on the attachment hereto.

SIGNED receipts or other evidence that delivery was made to, or refused by, each addressee or the address's agent are attached.

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 7/21, 2011.

TESCHER & SPALLINA, P.A.

By: _____

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, Suite 720
Boca Raton, FL 33431
(561) 997-7008

Bar Form No. P-3.0420
© Florida Lawyers Support Services, Inc.
Text Revised October 1, 1998

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

NOTICE OF ADMINISTRATION

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

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

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

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

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

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

Bernstein - Ntc of Admin

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) S. Bernstein
C. Date of Delivery 4-6-11

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1140 0002 1555 1422

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ted Bernstein
880 Berkeley Street
Boca Raton, FL 33487

Bernstein - Ntc of Admin

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery 4/6

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7007 2560 0002 7982 3990

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

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

Bernstein - Ntc of Admin

2. Article Number (Transfer from service label) 7008 1140 0002 1555 1415

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Ben Lawson ☐ Agent ☐ Addressee

B. Received by (Printed Name) Ben Lawson C. Date of Delivery 4-8-11

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Bernstein - Ntc of Admin

2. Article Number (Transfer from service label) 7008 1140 0002 1555 1408

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 4/6/11

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

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

Bernstein - Ntc of Admin

2. Article Number
(Transfer from service label) 7008 1140 0002 1555 1385

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Lisa Friedstein C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

APR 08 2011

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

TS001952

TS001953

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

NAME
1st Notice APR 07 2011
2nd Notice
Return

NIXIE 600 SE 1 00 04/27/11
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 33431335195 *0375-01494-05-41

LAW OFFICES
TESCHER & SPALLINA
BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

7008 1140 0002 1555 1392

FB867813 1
APR 05 11
$05.54
02 1W
0732 BOCA RATON FL 33431

CERTIFIED MAIL™

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Bernstein - Ntc of Admin

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1140 0002 1555 1392

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Bernstein - Ntc of Admin

2. Article Number
(Transfer from service label) 7008 1140 0002 1555 1392

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

TS001954

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: July 28, 2011

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing is the Proof of Service of Notice of Administration.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By:_____
Robert L. Spallina, Esquire

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 an ALL STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001956

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN File No. 502011CP000653XXXXSB

Deceased.

NOTICE OF FILING
PROOF OF SERVICE OF
NOTICE TO CREDITORS UPON THE AGENCY FOR
HEALTH CARE ADMINISTRATION

I CERTIFY THAT ON April 5, 2011, a copy of the attached Notice to Creditors was mailed by United States certified mail, return receipt requested, postage prepaid, or was delivered in a manner permitted by Fla. Prob. R. 5.040(a), to:

Agency For Health Care Administration
c/o FL TPL Recovery Unit
P.O. Box 12188
Tallahassee, FL 32317

Signed receipt or other evidence that delivery was made to, or refused by, the addressee or the addressee's agent are attached.

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 April 22, 2011.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By: _____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

NOTICE TO CREDITORS

The administration of the estate of SHIRLEY BERNSTEIN, deceased, whose date of death was December 8, 2010, File Number 502011CP000653XXXXSB, is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Attn: Probate Division, Room 170, Delray Beach, FL 33444. The names of the personal representative and the personal representative's attorney and his address are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice has been served must file their claims with this Court WITHIN THE LATER OF THREE (3) MONTHS AFTER THE FIRST PUBLICATION OF THIS NOTICE OR THIRTY (30) DAYS AFTER THE TIME OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of the first publication of this Notice is March 18, 2011.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

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

Bar Form No. P-3.0740
© Florida Lawyers Support Services, Inc.
Reviewed October 1, 1998

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Agency for Healthcare Admin
c/o FL TPL Recovery Unit
P.O. Box 12188
Tallahassee FL 32317

Bernstein - Ntc to Creditors

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1140 0002 1555 1378

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: April 22, 2011

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing is the Notice of Filing Proof of Service of Notice to Creditors Upon the Agency for Healthcare Administration.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By:_____
Robert L. Spallina, Esquire

LEGAL OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company since 1977 RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001961

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.: 502011CP000653XXXX SB
Deceased.

NOTICE OF FILING
PROOF OF PUBLICATION
OF NOTICE OF ADMINISTRATION

SIMON L. BERNSTEIN, as Personal Representative of the Estate of Shirley Bernstein, deceased, by and through the undersigned attorney, files herewith the Proof of Publication of the Notice of Administration with reference to the above-styled Estate.

Dated this 5th day of April, 2011.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By:_____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Attorney for Personal Representative
Florida Bar No. 121086
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

N:\WPDATA\estates\Bernstein, Shirley\Pleadings\Ntc of Filing Proof of Publication of Ntc of Admin.wpd

PALM BEACH DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
West Palm Beach, Palm Beach County, Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH:

Before the undersigned authority personally appeared SUSAN SMITH, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Palm Beach Daily Business Review f/k/a Palm Beach Review, a newspaper published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

502011CP000653XXXXSB
NOTICE OF ADMINISTRATION
IN RE: ESTATE OF SHIRLEY BERNSTEIN, DECEASED

in the CIRCUIT Court,
was published in said newspaper in the issues of

03/18/2011 03/25/2011

Affiant further says that the said Palm Beach Daily Business Review is a newspaper published at Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County,Florida,and has been entered as second class mail matter at the post office in West Palm Beach in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this

25 day of MARCH , A.D. 2011

(SEAL)

SUSAN SMITH personally known to me

NANCY M. LYONS
MY COMMISSION # DD 990622
EXPIRES: June 26, 2014
Bonded Thru Notary Public Underwriters

NOTICE OF ADMINISTRATION

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
PROBATE DIVISION
File No. 502011CP000653-XXXXSB
IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

The administration of the estate of SHIRLEY BERNSTEIN, deceased, File Number 502011CP 000653XXXXSB, is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Delray Beach, Florida 33444. The decedent's Will, which is dated May 20, 2008, has been admitted to probate. The name and address of the personal representative and of the personal representative's attorney are set forth below.

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

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

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

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

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

Attorney for Personal Representative:
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
TESCHER & SPALLINA, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
3/18-25 11-7-88/1665869P

TS001963

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

NOTICE OF ADMINISTRATION

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

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Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

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

LEGAL
RECYCLED PAPER
TO REORDER CALL 954-846-9399

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No.: 502011CP000653XXXX SB
Deceased.

NOTICE OF FILING
PROOF OF PUBLICATION
OF NOTICE TO CREDITORS

SIMON L. BERNSTEIN, as Personal Representative of the Estate of Shirley Bernstein, deceased, by and through the undersigned attorney, files herewith the Proof of Publication of the Notice to Creditors with reference to the above-styled Estate.

Dated this 5th day of April, 2011.

Respectfully Submitted,

TESCHER & SPALLINA, P.A.

By:_____
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Attorney for Personal Representative
Florida Bar No. 121086
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

N:\WPDATA\estates\Bernstein, Shirley\Pleadings\Ntc of Filing Proof of Publication of Ntc to Cred.wpd

PALM BEACH DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
West Palm Beach, Palm Beach County, Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH:

Before the undersigned authority personally appeared SUSAN SMITH, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Palm Beach Daily Business Review f/k/a Palm Beach Review, a newspaper published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

502011CP000653XXXXSB
NOTICE TO CREDITORS
IN RE: ESTATE OF SHIRLEY BERNSTEIN, DECEASED

in the CIRCUIT Court,
was published in said newspaper in the issues of

03/18/2011 03/25/2011

Affiant further says that the said Palm Beach Daily Business Review is a newspaper published at Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County,Florida,and has been entered as second class mail matter at the post office in West Palm Beach in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this

25 day of MARCH , A.D. 2011

(SEAL)

SUSAN SMITH personally known to me

NANCY M. LYONS
MY COMMISSION # DD 990822
EXPIRES: June 26, 2014
Bonded Thru Notary Public Underwriters

NOTICE TO CREDITORS
IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL
PROBATE DIVISION
File No. 502011CP000653 XXXXSB
IN RE: ESTATE OF
SHIRLEY BERNSTEIN,
Deceased.

The administration of the estate of SHIRLEY BERNSTEIN, deceased, whose date of death was December 8, 2010, File Number 502011CP000653XXXXSB, is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Attn: Probate Division, Room 170, Delray Beach, FL 33444. The names of the personal representative and the personal representative's attorney and his address are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice has been served must file their claims with this Court WITHIN THE LATER OF THREE (3) MONTHS AFTER THE FIRST PUBLICATION OF THIS NOTICE OR THIRTY (30) DAYS AFTER THE TIME OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of the first publication of this Notice is March 18, 2011.

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

Attorney for Personal Representative:
ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
TESCHER & SPALLINA, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008
3/18-25 11-7-89/1665871P

TS001967

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

NOTICE TO CREDITORS

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The date of the first publication of this Notice is March 18, 2011.

Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

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

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Reviewed October 1, 1998

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720
Boca Raton, FL 33431
Phone: (561) 997-7008

EX PARTE SLIP

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

DATE: April 5, 2011

CASE NO.: 502011000653CPXXXX SB STYLE: Estate of Shirley Bernstein

---

Conformed copies: _____ Mailed: _____ Stamped Envelope Enclosed:____
Certified copies: _____ Mailed: _____
Check in the amount of _____ for:
Filing fee_____ Certified copies _____

MEMO TO JUDGE OR EX PARTE CLERK

Enclosed for filing are the following:

1) Notice of Filing Proof of Publication of Notice to Creditors; and
2) Notice of Filing Proof of Publication of Notice of Administration.

Thank you for your courtesies in this matter.

Tescher & Spallina, PA

By:_____
Robert L. Spallina, Esquire

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TS001970

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

NOTICE TO CREDITORS

The administration of the estate of SHIRLEY BERNSTEIN, deceased, whose date of death was December 8, 2010, File Number 502011CP000653XXXXSB, is pending in the Circuit Court for Palm Beach County, Florida, Probate Division, the address of which is Palm Beach South County Courthouse, 200 W. Atlantic Avenue, Attn: Probate Division, Room 170, Delray Beach, FL 33444. The names of the personal representative and the personal representative's attorney and his address are set forth below.

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Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

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

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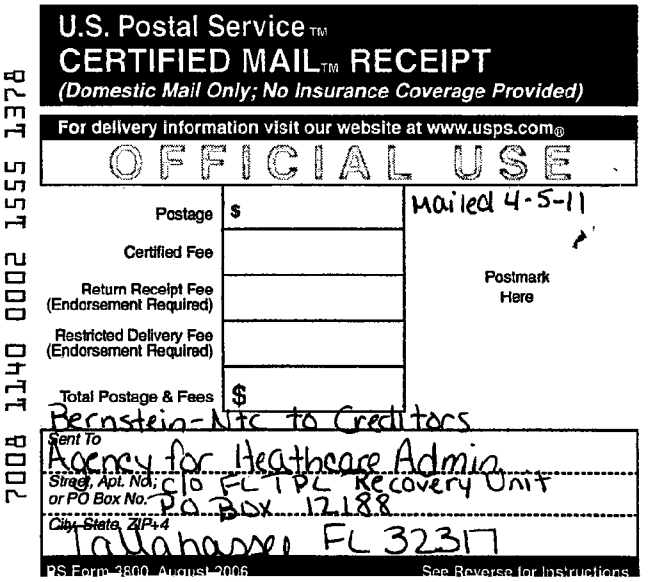

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Bernstein-Ntc to Creditors

Sent To: Agency for Heathcare Admin

Street, Apt. No.; or PO Box No.: c/o FL TPL Recovery Unit PO Box 12188

City, State, ZIP+4: Tallahassee FL 32317

PS Form 3800, August 2006 — See Reverse for Instructions

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

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Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 0497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

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

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Reviewed October 1, 1998

MEMORY TRANSMISSION REPORT

TIME : MAR-10-2011 12:37PM
TEL NUMBER : +5619977308
NAME : TESCHER & SPALLINA

FILE NUMBER : 371

DATE : MAR-10 12:36PM

TO : 15618202077

DOCUMENT PAGES : 003

START TIME : MAR-10 12:36PM

END TIME : MAR-10 12:37PM

SENT PAGES : 003

STATUS : OK

FILE NUMBER : 371 *** SUCCESSFUL TX NOTICE ***

TESCHER & SPALLINA, P.A.
ATTORNEYS-AT-LAW

DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN GALVANI

DIANE DUSTIN
LEGAL ASSISTANT

KIMBERLY MORAN
LEGAL ASSISTANT

JOAN MAPILE
LEGAL ASSISTANT

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

TEL: 561-997-7008
FAX: 561-997-7308
WWW.TESCHERSPALLINA.COM

FAX TRANSMITTAL

TO: PALM BEACH COUNTY DAILY BUSINESS REVIEW

FROM: ROBERT L. SPALLINA, ESQUIRE (Kimberly)

DATE: March 10, 2011

PAGE (including cover): 3

FAX NO.: 561-820-2077

TEL NO.: 561-820-2060

ORIGINAL

☒ will not follow or will follow via: ☐ regular mail ☐ overnight delivery ☐ hand delivery

COMMENTS/SPECIAL INSTRUCTIONS:

Attached for publication are Notice of Administration and Notice to Creditors for the Estate of Shirley Bernstein. Please invoice the account of Tescher & Spallina, P.A., 4855 Technology Way, Ste. 720, Boca Raton, Florida 33431.

Should you have any questions, please contact Kimberly at 561-997-7008.

The information contained in this facsimile 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 telephone at (888) 997-7008.

TESCHER & SPALLINA, P.A.

ATTORNEYS-AT-LAW

DONALD R. TESCHER
ROBERT L. SPALLINA
LAUREN GALVANI

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

TEL: 561-997-7008
FAX: 561-997-7308
WWW.TESCHERSPALLINA.COM

DIANE DUSTIN
LEGAL ASSISTANT

KIMBERLY MORAN
LEGAL ASSISTANT

JOAN MAPILE
LEGAL ASSISTANT

FAX TRANSMITTAL

TO: PALM BEACH COUNTY DAILY BUSINESS REVIEW

FROM: ROBERT L. SPALLINA, ESQUIRE (Kimberly)

DATE: March 10, 2011

PAGE (including cover): 3

FAX NO.: 561-820-2077

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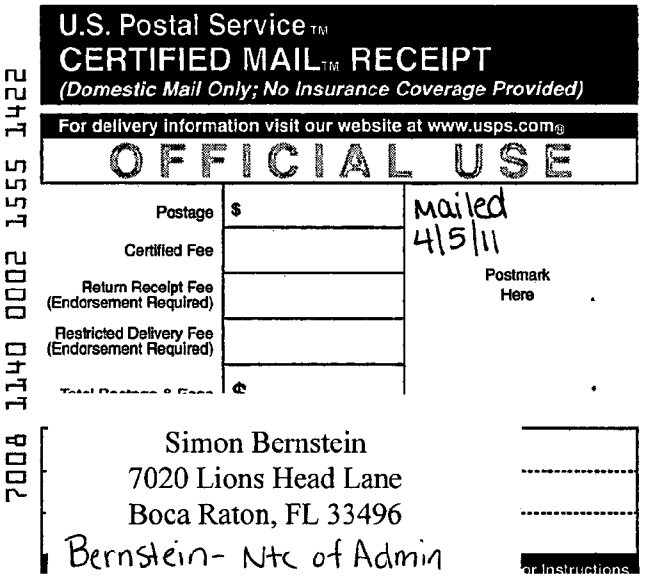
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7020 Lions Head Lane
Boca Raton, FL 33496
Bernstein- Ntc of Admin

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Ted Bernstein
880 Berkeley Street
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Bernstein - Ntc of Admin

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Simon Bernstein
7020 Lions Head Lane
Boca Raton, FL 33496

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Eliot Bernstein
2753 NW 34th Street
Boca Raton, FL 33434

Bernstein Ntc of Admin

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Pamela B. Simon
950 North Michigan Avenue
Suite 2603
Chicago, IL 60606

Bernstein - Ntc of Admin

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~~Bernstein - Ntc of Admin~~

Lisa S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035

PS Form 3800, August 2006 See Reverse for Instructions

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Jill Iantoni
2101 Magnolia Lane
Highland Park, IL 60035

Bernstein - Ntc of Admin

See Reverse for Instructions

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

NOTICE OF ADMINISTRATION

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Attorney for Personal Representative:

ROBERT L. SPALLINA, ESQUIRE
Florida Bar No. 497381
Tescher & Spallina, P.A.
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

Personal Representative:

SIMON L. BERNSTEIN
7020 Lions Head Lane
Boca Raton, FL 33496

LEGAL OFFICE PRODUCTS & SUPPLIES SINCE 1977 AN ALL-STATE LEGAL COMPANY RECYCLED PAPER TO REORDER CALL 954-846-9399

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. _____

Deceased.

NOTICE OF TRUST

SHIRLEY BERNSTEIN, a resident of Palm Beach County, Florida, who died on December 8, 2010, was the settlor of a trust entitled: SHIRLEY BERNSTEIN TRUST AGREEMENT dated May 20, 2008, which is a trust described in Section 733.707(3) of the Florida Statutes, and is liable for the expenses of the administration of the decedent's estate and enforceable claims of the decedent's creditors to the extent the decedent's estate is insufficient to pay them, as provided in Section 733.607(2) of the Florida Statutes.

The name and address of the Trustees are set forth below.

The clerk shall file and index this Notice of Trust in the same manner as a caveat, unless there exists a probate proceeding for the settlor's estate in which case this Notice of Trust must be filed in the probate proceeding and the clerk shall send a copy to the personal representative.

Signed on Feb 8, 2011.

SIMON L. BERNSTEIN, Trustee
7020 Lions Head Lane
Boca Raton, FL 33496

Copy mailed to attorney for the Personal Representative on

CLERK OF THE CIRCUIT COURT

By: _____

MUST BE FILED IN DUPLICATE

Bar Form No. P-3.0100
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Reviewed October 1, 1998

LEGAL OFFICE PRODUCTS & SUPPLIES since 1977 an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001982

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

2011 FEB 10 AM 9:14

SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CITY

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, Shirley Bernstein, a resident of Palm Beach County, died on December 8, 2010, owning assets in the State of Florida, and

WHEREAS, Simon L. Bernstein has been appointed as Personal Representative of the Estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Simon L. Bernstein as duly qualified under the laws of the State of Florida to act as Personal Representative of the Estate of Shirley Bernstein, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this 10 day of Feb, 2011.

"Estate must be closed 12 Months from the date of order"

Circuit Judge

STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy as recorded in my office and the same is in full force and effect.
THIS 10 DAY OF Feb, 20 11
SHARON R. BOCK
CLERK & COMPTROLLER
By DEPUTY CLERK

Bar Form No. P-3.0420
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Text Revised October 1, 1998

TS001983

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

2011 FEB 10 AM 11:14

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

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TS001985

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

2011 FEB 10 AM 11:14

SHARON R. BOCK
PALM BEACH COUNTY
SOUTH CITY BLVD.

LETTERS OF ADMINISTRATION

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STATE OF FLORIDA • PALM BEACH COUNTY
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CLERK & COMPTROLLER
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TS001986

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

2011 FEB 10 AM 11:14

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SOUTH CITY BR

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CLERK & COMPTROLLER
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TS001987

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. _____

Deceased.

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Circuit Judge

Bar Form No P-3.0420
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Text Revised October 1, 1998

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

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Text Revised October 1, 1998

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DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this ____ day of _____, 2011.

"Estate must be closed 12 Months from the date of order"

Circuit Judge **SIGNED & DATED**

FEB 10 2011

JUDGE MARTIN H. COLIN

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

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_____
Circuit Judge

"Estate must be closed 12 Months from the date of order"

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IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

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Deceased.

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DONE and ORDERED in Chambers at Delray, Palm Beach County, Florida, on this ____ day of _____, 2011.

"Estate must be closed 12 Months from the date of order"

_____
Circuit Judge

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LEGAL since 1977 OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001993

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. _____

Deceased.

ORDER ADMITTING WILL TO PROBATE AND APPOINTING PERSONAL REPRESENTATIVE

The instrument presented to this court as the Last Will of Shirley Bernstein, deceased, having been executed in conformity with law, and made self-proved by the acknowledgment of the decedent and the affidavits of the witnesses, each made before an officer authorized to administer oaths and evidenced by the officer's certificate attached to or following the will in the form required by law, and no objection having been made to its probate, and the court finding that the decedent died on December 8, 2010, and that Simon L. Bernstein is qualified under the laws of the State of Florida to serve as personal representative, it is

ADJUDGED that the Will dated May 20, 2008, and attested by Robert L. Spallina and Diana Banks as subscribing and attesting witnesses, is admitted to probate according to law as the Last Will of the decedent, and it is further

ADJUDGED that Simon L. Bernstein is appointed as personal representative of the estate of the decedent, and that upon taking the prescribed oath, filing designation of resident agent and acceptance, and entering into bond in the sum of $_____, Letters of Administration shall be issued.

ORDERED on _____.

"Estate must be closed 12 Months from the date of order"

SIGNED & DATED

FEB 10 2011

_____

Circuit Judge JUDGE MARTIN H. COLIN

cc: Robert L. Spallina, Esquire

LEGAL OFFICE PRODUCTS & SUPPLIES an ALL-STATE LEGAL company SINCE 1977 RECYCLED PAPER TO REORDER CALL 954-846-9399

TS001995

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF SHIRLEY BERNSTEIN, Deceased.

PROBATE DIVISION

File No. _____

OATH OF PERSONAL REPRESENTATIVE
DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, SIMON L. BERNSTEIN (Affiant), state under oath that:

1. I have been appointed personal representative of the estate of SHIRLEY BERNSTEIN, deceased.

2. I will faithfully administer the estate of the decedent according to law.

3. My place of residence is 7020 Lions Head Lane, Boca Raton, FL 33496, and my post office address is the same.

4. I hereby designate Robert L. Spallina, Esquire, who is a member of The Florida Bar, a resident of Broward County, Florida, whose place of residence is 7387 Wisteria Avenue, Parkland, Florida 33076, and whose post office address is 4855 Technology Way, Suite 720, Boca Raton, Florida 33431, as my agent for the service of process or notice in any action against me, either in my representative capacity, or personally, if the personal action accrued in the administration of the estate.

SIMON L. BERNSTEIN, Affiant

Sworn to and subscribed to before me on February 9, 2011, by Affiant, who is personally known to me _____ or who produced _____ as identification.

(Affix Notarial Seal)

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission #DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Kimberly Moran
Notary Public State of Florida

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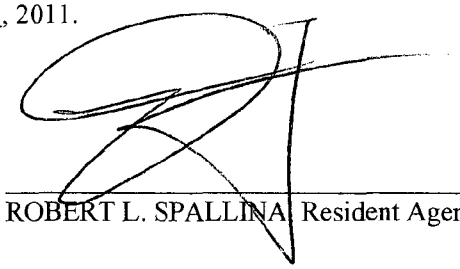
Reviewed October 1, 1998

ACCEPTANCE

I CERTIFY that I am a permanent resident of Broward County, Florida, residing at the place indicated above. I hereby accept the foregoing designation as Resident Agent.

Signed on 2/9, 2011.



ROBERT L. SPALLINA, Resident Agent

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TS001998

COPY
SOUTH COUNTY BRANCH OFFICE
ORIGINAL RECEIVED
FEB 10 2011
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FL

IN RE: ESTATE OF PROBATE DIVISION

SHIRLEY BERNSTEIN, File No. 502011CP000653XXXXSB

Deceased.

PETITION FOR ADMINISTRATION
(testate Florida resident)

Petitioner, SIMON L. BERNSTEIN, alleges:

1. Petitioner has an interest in the above estate as the named personal representative under the decedent's Will. The Petitioner's address is 7020 Lions Head Lane, Boca Raton, Florida 33496, and the name and office address of petitioners attorney are set forth at the end of this Petition.

2. Decedent, SHIRLEY BERNSTEIN, whose last known address was 7020 Lions Head Lane, Boca Raton, Florida 33496, whose age was 71, and whose social security number is xxx-xx-9749, died on December 8, 2010, at her home at 7020 Lions Head Lane, Boca Raton, Florida 33496, and on the date of death decedent was domiciled in Palm Beach County, Florida.

3. So far as is known, the names of the beneficiaries of this estate and of decedent's surviving spouse, if any, their addresses and relationship to decedent, and the dates of birth of any who are minors, are:

NAME	ADDRESS	RELATIONSHIP	BIRTH DATE (if Minor)
Simon L. Bernstein	7020 Lions Head Lane Boca Raton, FL 33496	husband	adult
Ted S. Bernstein	880 Berkeley Street Boca Raton, FL 33487	son	adult
Pamela B. Simon	950 North Michigan Avenue, Suite 2603 Chicago, IL 60606	daughter	adult
Eliot Bernstein	2753 NW 34th St. Boca Raton, FL 33434	son	adult

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Jill Iantoni	2101 Magnolia Lane Highland Park, IL 60035	daughter	adult
Lisa S. Friedstein	2142 Churchill Lane highland Park, IL 60035	daughter	adult

4. Venue of this proceeding is in this county because decedent was a resident of Palm Beach County at the time of her death.

5. Simon L. Bernstein, whose address is listed above, and who is qualified under the laws of the State of Florida to serve as personal representative of the decedent's estate is entitled to preference in appointment as personal representative because he is the person designated to serve as personal representative under the decedent's Will.

6. The nature and approximate value of the assets in this estate are: tangible and intangible assets with an approximate value of less than $ TBD .

7. This estate will not be required to file a federal estate tax return.

8. The original of the decedent's last will, dated May 20, 2008, is being filed simultaneously with this Petition with the Clerk of the Court for Palm Beach County, Florida.

9. Petitioner is unaware of any unrevoked will or codicil of decedent other than as set forth in paragraph 8.

Petitioner requests that the decedent's Will be admitted to probate and that Simon L. Bernstein be appointed as personal representative of the estate of the decedent.

Under penalties of perjury, I declare that I have read the foregoing Petition for Administration, and the facts alleged are true, to the best of my knowledge and belief.

Signed on Feb 9, 2011.

SIMON L. BERNSTEIN, Petitioner

Respectfully Submitted,
TESCHER & SPALLINA, P.A.

By:
ROBERT L. SPALLINA, ESQUIRE
Attorney for Petitioner
Florida Bar No. 0497381
4855 Technology Way, Ste. 720
Boca Raton, FL 33431
561-997-7008

N:\WPDATA\estates\Bernstein, Shirley\Pleadings\Administration Pet.wpd

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TS002001

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

TYPE IN PERMANENT BLACK INK

LOCAL FILE NO. 6001283

FLORIDA CERTIFICATE OF DEATH

VOID IF ALTERED OR ERASED

DEMOGRAPHIC INFORMATION TO BE COMPLETED BY: FUNERAL DIRECTOR

1. DECEDENT'S NAME (First, Middle, Last, Suffix): Shirley Bernstein
2. SEX: Female
3. DATE OF BIRTH (Month, Day, Year): June 29, 1939
4a. AGE-Last Birthday (Years): 71
4b. UNDER 1 YEAR: Months / Days
4c. UNDER 1 DAY: Hours / Minutes
5. DATE OF DEATH (Month, Day, Year): December 8, 2010
6. SOCIAL SECURITY NUMBER: 347-30-9749
7. BIRTHPLACE (City and State or Foreign Country): Chicago, Illinois
8. COUNTY OF DEATH: Palm Beach
9. PLACE OF DEATH (Check only one): HOSPITAL: ___ Inpatient X Emergency Room/Outpatient ___ Dead on Arrival; NON-HOSPITAL: ___ Hospice Facility ___ Nursing Home/Long Term Care Facility ___ Decedent's Home ___ Other (Specify)
10. FACILITY NAME (If not institution, give street address): Boca Raton Regional Hospital
11a. CITY, TOWN, OR LOCATION OF DEATH: Boca Raton
11b. INSIDE CITY LIMITS? X Yes ___ No
12. MARITAL STATUS (Specify): X Married ___ Married, but Separated ___ Widowed ___ Divorced ___ Never Married
13. SURVIVING SPOUSE'S NAME (If wife, give maiden name): Simon Bernstein
14a. RESIDENCE - STATE: Florida
14b. COUNTY: Palm Beach
14c. CITY, TOWN, OR LOCATION: Boca Raton
14d. STREET ADDRESS: 7020 Lions Head Lane
14e. APT. NO.:
14f. ZIP CODE: 33496
14g. INSIDE CITY LIMITS? ___ Yes X No
15a. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life.) Do not use "Retired": Homemaker
15b. KIND OF BUSINESS/INDUSTRY: Own Home
16. DECEDENT'S RACE (Specify the race/races to indicate what decedent considered himself/herself to be. More than one race may be specified.): X White ___ Black or African American ___ American Indian or Alaskan Native (Specify tribe) ___ Asian Indian ___ Chinese ___ Filipino ___ Japanese ___ Korean ___ Vietnamese ___ Other Asian (Specify) ___ Native Hawaiian ___ Guamanian or Chamorro ___ Samoan ___ Other Pacific Isl. (Specify) ___ Other (Specify)
17. DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify if decedent was of Hispanic or Haitian Origin.) ___ Yes (If Yes, specify) X No ___ Mexican ___ Puerto Rican ___ Cuban ___ Central/South American ___ Other Hispanic (Specify) ___ Haitian
18. DECEDENT'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.): ___ 8th or less ___ High school but no diploma X High school diploma or GED ___ College but no degree ___ College degree (Specify): ___ Associate ___ Bachelor's ___ Master's ___ Doctorate
19. WAS DECEDENT EVER IN U.S. ARMED FORCES? ___ Yes X No
20. FATHER'S NAME (First, Middle, Last, Suffix): Ennio Thomas
21. MOTHER'S NAME (First, Middle, Maiden Surname): Fae Povitsky
22a. INFORMANT'S NAME: Simon Bernstein
22b. RELATIONSHIP TO DECEDENT: Husband
23a. INFORMANT'S MAILING - STATE: Florida
23b. CITY OR TOWN: Boca Raton
23c. STREET ADDRESS: 7020 Lions Head Lane
23d. ZIP CODE: 33496
24. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Gardens Memorial Park
25a. LOCATION - STATE: Florida
25b. LOCATION - CITY OR TOWN: Boca Raton
26a. METHOD OF DISPOSITION: ___ Burial X Entombment ___ Cremation ___ Donation ___ Removal from State ___ Other (Specify)
26b. IF CREMATION, DONATION OR BURIAL AT SEA, WAS MEDICAL EXAMINER APPROVAL GRANTED? ___ Yes ___ No
27a. LICENSE NUMBER (of Licensee): F019844
27b. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH
28. NAME OF FUNERAL FACILITY: Boca Raton Funeral Home
29a. FACILITY'S MAILING - STATE: Florida
29b. CITY OR TOWN: Boca Raton
29c. STREET ADDRESS: 9050 Kimberly Blvd. #65
29d. ZIP CODE: 33434

MEDICAL CERTIFIER

30. CERTIFIER: X Certifying Physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. (Check one) ___ Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, due to the cause(s) and manner stated.
31a. (Signature and Title of Certifier): Kenneth Homer MD
31b. DATE SIGNED (mm/dd/yyyy): 12-16-2010
32. TIME OF DEATH (24 hr.): 1519
33. MEDICAL EXAMINER'S CASE NUMBER:
34a. LICENSE NUMBER (of Certifier): ME007305
34b. CERTIFIER'S NAME: KENNETH Homer MD
35. NAME OF ATTENDING PHYSICIAN (If other than Certifier):
36a. CERTIFIER'S - STATE: Florida
36b. CITY OR TOWN: Fort Lauderdale
36c. STREET ADDRESS: 5601 N. Dixie Hwy. # 412
36d. ZIP CODE: 33334
37. SUBREGISTRAR - Signature and Date:
38a. LOCAL REGISTRAR - Signature: Debra Hicks
38b. DATE FILED BY REGISTRAR (Mo., Day, Yr.): DEC 17 2010

State of Florida, Department of Health, Vital Statistics

Pearlie Brown
DEC 20 2010

GREAT SEAL OF THE STATE OF FLORIDA — IN GOD WE TRUST

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FLORIDA DEPARTMENT OF HEALTH

DH FORM 1947 (08/04)

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PALM BEACH COUNTY

WILL OF

SHIRLEY BERNSTEIN

Prepared by:

Tescher & Spallina, P.A.
2101 Corporate Blvd., Suite 107, Boca Raton, Florida 33431
(561) 998-7847
www.tescherlaw.com

TESCHER & SPALLINA, P.A.

WILL OF

SHIRLEY BERNSTEIN

I, SHIRLEY BERNSTEIN, of Palm Beach County, Florida, hereby revoke all my prior Wills and Codicils and make this Will. My spouse is SIMON L. BERNSTEIN ("***SIMON***"). My children are TED S. BERNSTEIN ("***TED***"), PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN.

ARTICLE I. TANGIBLE PERSONAL PROPERTY

I give such items of my tangible personal property to such persons as I may designate in a separate written memorandum prepared for this purpose. I give to SIMON, if SIMON survives me, my personal effects, jewelry, collections, household furnishings and equipment, automobiles and all other non-business tangible personal property other than cash, not effectively disposed of by such memorandum, and if SIMON does not survive me, I give this property to my children who survive me, divided among them as they agree, or if they fail to agree, divided among them by my Personal Representatives in as nearly equal shares as practical, and if neither SIMON nor any child of mine survives me, this property shall pass with the residue of my estate.

ARTICLE II. RESIDENCES

I give to SIMON, if SIMON survives me, my entire interest in any real property used by us as a permanent or seasonal residence, subject to any mortgage or other lien. If SIMON does not survive me, such interest shall pass with the residue of my estate.

ARTICLE III. RESIDUE OF MY ESTATE

I give all the residue of my estate to the Trustee then serving under my revocable Trust Agreement dated today, as may be amended and restated from time to time (the "***Existing Trust***"), as Trustee without bond, but I do not exercise any powers of appointment held by me except as provided in the later paragraph titled "Death Costs." The residue shall be added to and become a part of the Existing Trust, and shall be held under the provisions of said Agreement in effect at my death, or if this is not permitted by applicable law or the Existing Trust is not then in existence, under the provisions of said Agreement as existing today. If necessary to give effect to this gift, but not otherwise, said Agreement as existing today is incorporated herein by reference.

Shirley Bernstein

ARTICLE IV. PERSONAL REPRESENTATIVES

1. **Appointment and Bond.** I appoint SIMON and TED, one at a time and successively in that order, as my Personal Representative (the "***fiduciary***"). Each fiduciary shall serve without bond and have all of the powers, privileges and immunities granted to my fiduciary by this Will or by law, provided, however, that my fiduciary shall exercise all powers in a fiduciary capacity.

2. **Powers of Personal Representatives.** My fiduciary may exercise its powers without court approval. No one dealing with my fiduciary need inquire into its authority or its application of property. My fiduciary shall have the following powers:

a. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of my probate estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of the estate, or subsequently acquired, even if a fiduciary is personally interested in such property, and without liability for any decline in the value thereof; all without limitation by any statutes or judicial decisions, whenever enacted or announced, regulating investments or requiring diversification of investments.

b. Distributions or Divisions. To distribute directly to any beneficiary who is then entitled to distribution under the Existing Trust; to make any division or distribution pro rata or non-pro rata, in cash or in kind; and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares, and to make any distribution to a minor or any other incapacitated person directly to such person, to his or her legal representative, to any person responsible for or assuming his or her care, or in the case of a minor to an adult person or an eligible institution (including a fiduciary) selected by my fiduciary as custodian for such minor under the Uniform Transfers to Minors Act or similar provision of law. The receipt of such payee is a complete release to the fiduciary.

c. Management. To manage, develop, improve, partition or change the character of or abandon an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

d. Borrowing. To borrow money from anyone on commercially reasonable terms, including a fiduciary, beneficiaries and other persons who may have a direct or indirect interest in the estate; and to mortgage, margin, encumber and pledge real and personal property of the estate as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the estate and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from my fiduciary may be with or without interest, and may be secured with a lien on the estate assets or any beneficiary's interest in said assets.

e. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of the estate and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

f. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to the estate. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

g. Real Property Matters. To subdivide, develop or partition real estate; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as they may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks.

h. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against the estate.

i. Business Entities. To deal with any business entity or enterprise even if a fiduciary is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the fiduciary with the following powers and authority in regard to Business Entities:

i. To retain and continue to operate a Business Entity for such period as the fiduciary deems advisable;

ii. To control, direct and manage the Business Entities. In this connection, the fiduciary, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the fiduciary may select, including any associate, partner, officer or employee of the Business Entity;

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate; including the right

to employ any beneficiary or fiduciary in any of the foregoing capacities;

iv. To invest funds in the Business Entities, to pledge other assets of the estate or a trust as security for loans made to the Business Entities, and to lend funds from my estate or a trust to the Business Entities;

v. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of my estate or a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the fiduciary may deem advisable;

vi. To treat Business Entities as separate from my estate or a trust. In a fiduciary's accounting to any beneficiary, the fiduciary shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

vii. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the fiduciary may deem advisable in conformity with sound business practice;

viii. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine. My fiduciary is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

ix. To guaranty the obligations of the Business Entities, or pledge assets of the estate or a trust to secure such a guaranty.

j. Life Insurance. With respect to any life insurance policies constituting an asset of the estate to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the estate or trust; and in general, to exercise all other options, benefits, rights and privileges under such policies; provided, however, no fiduciary other than a sole fiduciary may exercise any incidents of ownership with respect to policies of insurance insuring the fiduciary's own life.

k. Reimbursement. To reimburse itself from the estate for all reasonable expenses incurred in the administration thereof.

l. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

m. Ancillary Administration. To appoint or nominate, and replace with or without

cause, any persons or corporations, including itself, as ancillary administrators to administer property in other jurisdictions, with the same powers, privileges and immunities as my fiduciary and without bond.

n. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at their discretion, without compensating adjustments or reimbursements between any accounts or any beneficiaries.

3. **Survivorship.** A beneficiary is not deemed to survive me unless he or she survives me by five days.

4. **Death Costs.** My fiduciary shall pay (a) from the residuary estate my debts which are allowed as claims against my estate, (b) from the residuary estate my funeral expenses without regard to legal limitations, (c) from the residuary estate the expenses of administering my estate and (d) from the residuary estate other than the portion of the residuary estate qualifying for the marital deduction under the laws then in effect, without apportionment, all estate, inheritance and succession taxes (excluding generation-skipping taxes other than with respect to direct skips), and interest and penalties thereon, due because of my death and attributable to all property whether passing under this Will or otherwise and not required by the terms of the Existing Trust to be paid out of said trust. However, such taxes, penalties and interest payable out of my residuary estate shall not include taxes, penalties and interest attributable to (i) property over which I have a power of appointment granted to me by another person, (ii) qualified terminable interest property held in a trust of which I was the income beneficiary at the time of my death (other than qualified terminable interest property held in a trust for which an election was made under Code Section 2652(a)(3)), and (iii) life insurance proceeds on policies insuring my life which proceeds are not payable to my probate estate. My fiduciary shall not be reimbursed for any such payment from any person or property. However, my fiduciary in its discretion may direct that part or all of said death costs shall be paid by my Trustee as provided in the Existing Trust, and shall give such direction to the extent necessary so that the gifts made in Articles I and II of this Will and the gifts made in any codicil hereto shall not be reduced by said death costs.

5. **Reimbursement for Debts and Expenses**. My fiduciary shall promptly reimburse my friends and members of my family who have disbursed their own funds for the payment of any debts, funeral expenses or costs of administration of my estate.

6. **Expenses of Handling Tangible Personal Property**. All expenses incurred by my fiduciary during the settlement of my estate in appraising, storing, packing, shipping, delivering or insuring an article of tangible personal property passing under this Will shall be charged as an expense of administering my estate.

7. **Dealing with Estate**. Each fiduciary may act under this Will even if interested in my estate in an individual capacity, as a fiduciary of another estate or trust (including any trust identified in this Will or created under the Existing Trust) or in any other capacity. Each fiduciary may in good faith buy from, sell to, lend funds to or otherwise deal with my estate.

8. **Spouse**. The term "***spouse***" herein means, as to a designated individual, the person to whom that individual is from time to time married.

9. **Other Beneficiary Designations**. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this Will shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this Will due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

[remainder of page intentionally left blank]

I have published and signed this instrument as my Will at Boca Raton, Florida, on the 20 day of MAY, 2008.

SHIRLEY BERNSTEIN

This instrument, consisting of this page numbered 7 and the preceding typewritten pages, was signed, sealed, published and declared by the Testatrix to be the Testatrix's Will in our presence, and at the Testatrix's request and in the Testatrix's presence, and in the presence of each other, we have subscribed our names as witnesses at Boca Raton, Florida on this 20 day of MAY, 2008.

[Witness Signature] residing at 7387 Wisteria Ave
[Witness Address]
Parkland, FL 33076
[Witness Address]

[Witness Signature] residing at 23415 Boca Trace Dr
[Witness Address]
Boca Raton, FL 33433
[Witness Address]

State Of Florida

SS.

County Of Palm Beach

I, SHIRLEY BERNSTEIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my will.

SHIRLEY BERNSTEIN, Testatrix

We, Robert L. Spallina and Diana Banks, have been sworn by the officer signing below, and declare to that officer on our oaths that the Testatrix declared the instrument to be the Testatrix's will and signed it in our presence and that we each signed the instrument as a witness in the presence of the Testatrix ~~and of each other~~.

Witness

Witness

Acknowledged and subscribed before me, by the Testatrix, SHIRLEY BERNSTEIN, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and sworn to and subscribed before me by the witnesses, Robert L. Spallina, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and Diana Banks, who is personally known to me or who has produced _____ (*state type of identification*) as identification, and subscribed by me in the presence of SHIRLEY BERNSTEIN and the subscribing witnesses, all on this 20 day of May, 2008.

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly Moran
Commission # DD766470
Expires: APR. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

[Seal with Commission Expiration Date]

Kimberly Moran

Signature - Notary Public-State of Florida

Print, type or stamp name of Notary Public

F:\WPDATA\drt\Bernstein, Shirley & Simon\2008 Estate Planning\Will of Shirley Bernstein.wpd [08 15:36:41 5 19]

DC Debit Card | ATM Teller Withdrawal | AD Automatic Deposit | AP Automatic Payment | BP Online Bill Pay | T Online or Phone Transfer

NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE, WITHDRAWAL (-)	✓	FEE	DEPOSIT, CREDIT (+)	$
1001	10/04	B	$ 11,496.10			$	
1002	10/11	Threlkel Landscape	5,502.16				
1003	10/12	Hallenback Dirt.	690 —				
1004		Rachael Walker	735 —				
		Debit FPL	1,920.59				
1005		US Treasury	13,221				
1006		Wells Fargo	1,352.91				
1007	11/16	Rachael Walker	1,172.50				
	11/23	FPL debit	697.16				
	11/28	Palm BCH County Utilities	233.23				
108	11/29	Duane Hallenbeck Dirt	330 —				
109	11/29	Mirian Si condo windows	275 —				
110	12/16	condo dues					
111	12/16	Arbitrage condo Riggs Head					

DC Debit Card | ATM Teller Withdrawal | AD Automatic Deposit | AP Automatic Payment | BP Online Bill Pay | T Online or Phone Transfer

NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE, WITHDRAWAL (-) $	✓	FEE	DEPOSIT, CREDIT (+) $	$
112	12/12	~~VOID~~ Arbitrage	550 -				
113	12/13	Miriam Avellar	213 -				
114		Shirley Bernstein Trust	21,855 80				
115		Bernstein Family Inv.	3,237 60				
116		Bernstein Holding LLC	595 05				
117		Eliot Bern Family Trust Lisa Friedstein Trust	250 - 250 -				
118	12/12	PBC Health Dept VOID	75 -				
119	12/22	Rachael Walker	700 -				
120	12/23	Arbitrage Int	671 26				
121	12/	Deborah Bernstein	255 -				
	12/21	FPL debit House	1419 ~~$36~~				
	12/21	Utilities debit	95 ap.				
	12/22	FPL condo	122 71				
122	1/3	Jim Threipel Landscaper	423 -				
123	1/2	T.D. Bernstein Property tax	30,000 -				

JPMorgan - Shirley Trust Acct.

LAW OFFICES
TESCHER & SPALLINA, P.A.

BOCA VILLAGE CORPORATE CENTER I
4855 TECHNOLOGY WAY, SUITE 720
BOCA RATON, FLORIDA 33431

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ROBERT L. SPALLINA
LAUREN A. GALVANI

SUPPORT STAFF
DIANE DUSTIN
KIMBERLY MORAN
SUANN TESCHER

October 9, 2012

VIA FEDERAL EXPRESS
Marc H. List, CPA
Goldstein Lewin & Co.
1675 N. Military Trail
Fifth Floor
Boca Raton, FL 33432

Re: Bernstein - Tax Returns

Dear Marc:

Enclosed are the following executed documents:

1. Form 879-F for the Shirley Bernstein Estate;
2. Form 8855 for the Shirley Bernstein Estate;
3. Form 1065 for Bernstein Holdings, LLC; and
4. Form 1065 for Bernstein Family Invsetments, LLLP.

Should you have any questions, please call me.

Sincerely,

ROBERT L. SPALLINA

RLS/km
Enclosures

FedEx

Shipment Receipt

Address Information

Ship to:	**Ship from:**
Marc H. List, CPA.	Kimberly Moran
Goldstein Lewin & Co.	TESCHER & SPALLINA
1675 N MILITARY TRL	4855 Technology Way
	Suite 720
BOCA RATON, FL	BOCA RATON, FL
33486-4308	33431
US	US
561-994-5050	5619977008

Shipment Information:
Tracking no.: 799153344590
Ship date: 10/09/2012
Estimated shipping charges: 14.71

Package Information
Service type: Standard Overnight
Package type: FedEx Pak
Number of packages: 1
Total weight: 3 LBS
Declared Value: 0.00 USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:
Bill transportation to: Tescher & Spallina-343
Your reference: e/o Simon Bernstein -11187.006
P.O. no.:
Invoice no.:
Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

Please Note

FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $500, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details.
The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

Form **8879-F**

Department of the Treasury
Internal Revenue Service

IRS e-file Signature Authorization for Form 1041

For calendar year 2011, or fiscal year beginning _____, 2011, ending _____, 20____.

▶ See instructions. Do not send to the IRS. Keep for your records.

OMB No. 1545-0967

2011

Name of estate or trust
SHIRLEY BERNSTEIN ESTATE

Employer identification number
30-6283128

Name and title of fiduciary
TED BERNSTEIN, EXECUTOR

Part I Tax Return Information (Whole Dollars Only)

1	Total income (Form 1041, line 9)	1	58,942.
2	Income distribution deduction (Form 1041, line 18)	2	
3	Taxable income (Form 1041, line 22)	3	58,320.
4	Total tax (Form 1041, line 23)	4	12,741.
5	Tax due or overpayment (Form 1041, line 27 or 28)	5	12,741.

Part II Declaration and Signature Authorization of Fiduciary (Be sure to get a copy of the estate's or trust's return)

Under penalties of perjury, I declare that I am a fiduciary of the above estate or trust and that I have examined a copy of the estate's or trust's 2011 electronic income tax return and accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the estate's or trust's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the estate's or trust's return to the IRS and to receive from the IRS **(a)** an acknowledgment of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the estate's or trust's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at **1-888-353-4537** no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the estate's or trust's electronic income tax return and, if applicable, the estate's or trust's consent to electronic funds withdrawal.

Fiduciary's PIN: check one box only

☒ I authorize CBIZ GOLDSTEIN LEWIN (ERO firm name) to enter my PIN 40013 (do not enter all zeros) as my signature on the estate's or trust's 2011 electronically filed income tax return.

☐ As a fiduciary or officer representing the fiduciary of the estate or trust, I will enter my PIN as my signature on the estate's or trust's 2011 electronically filed income tax return.

Signature of fiduciary or officer representing the fiduciary ▶ _____ Date ▶ 10/5/2012

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. 65885645050 (do not enter all zeros)

I certify that the above numeric entry is my PIN, which is my signature on the 2011 electronically filed income tax return for the estate or trust indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 3112, IRS *e-file* Application and Participation, and Pub. 1437, Procedures for the Form 1041 *e-file* Program, U.S. Income Tax Returns for Estates and Trusts for Tax Year 2011.

ERO's signature ▶ _____ Date ▶ 9/21/12

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

Form **8855** (Rev. January 2009)
Department of the Treasury
Internal Revenue Service

Election To Treat a Qualified Revocable Trust as Part of an Estate

OMB No. 1545-1881

Part I Estate (or Filing Trust) Information

Name of estate (or the filing trust, if applicable (see instructions))	Employer identification number (see instructions)
SHIRLEY BERNSTEIN ESTATE	30-6283128
Name of executor (or the filing trustee, if applicable)	Type of entity prior to the election:
TED BERNSTEIN, EXECUTOR	[X] Domestic estate [ ] Foreign estate
Number, street, and room or suite no. (or P.O. box number if mail is not delivered to street address)	[ ] Domestic trust [ ] Foreign trust
7020 LIONS HEAD LANE	
City or town, state, and ZIP code (if a foreign address, see instructions)	Date of executor's appointment
BOCA RATON, FL 33496	01/01/2011

Under penalties of perjury, I, as executor (or filing trustee):

- Confirm that under applicable local law or the governing document, I have the authority to make this election for the estate (if executor) or trust (if filing trustee) and to agree to the conditions of the election;
- Elect the treatment provided under section 645 for the above-named estate (or filing trust, if applicable);
- Confirm that an agreement has been reached with the trustees of each qualified revocable trust (QRT) joining in the election to allocate the tax burden of the combined electing trusts and related estate, if any, for each tax year during the election period in a manner that reasonably reflects each entity's tax obligation;
- Agree to ensure that the related estate's (or filing trust's, if applicable) share of the tax obligations of the combined electing trust(s) and related estate, if any, is timely paid to the United States Treasury;
- Agree to accept responsibility for filing a complete, accurate, and timely income tax return, when required by law, for the combined electing trust(s) and related estate, if any, for each tax year during the election period;
- (If I am the filing trustee) confirm that if there is more than one QRT making this election, that I have been appointed by the trustees of each QRT making this election to be the filing trustee and I agree to accept the responsibility of filing the appropriate income tax return for the combined electing trust(s) for each tax year during the election period and all other responsibilities of the filing trustee;
- (If I am the filing trustee) represent that no executor has been appointed for a related estate and to the best of my knowledge and belief, one will not be appointed;
- (If I am the filing trustee) agree that, if an executor is appointed for the related estate after this Form 8855 is filed, that I will complete and file an amended Form 8855 if the late appointed executor agrees to the election, and I agree to cooperate with the executor in filing any amended returns required to be filed as a result of the executor's appointment; and
- Confirm to the best of my knowledge and belief, that all information contained in this election and any accompanying statements or schedules is true, correct, and complete.

Signature of executor (or filing trustee)	Date
Ted Bernstein	10/5/2012

Part II Decedent Information

Name of decedent	SSN of the decedent	Date of death
SHIRLEY BERNSTEIN	347-30-9749	12/09/2010

-1

Part III Qualified Revocable Trust Information

Name of trust	Employer identification number (see instructions)
SHIRLEY BERNSTEIN TRUST	46-6235212

Name of trustee
TED BERNSTEIN

Number, street, and room or suite no. (or P.O. box number if mail is not delivered to street address)
7020 LIONS HEAD LN

City or town, state, and ZIP code (if a foreign address, see instructions)
BOCA RATON, FL 33496

Under penalties of perjury, I, as trustee of the above-named trust:

- Confirm that under applicable local law or the governing instrument, I have the authority to make this election for the trust and to agree to the conditions of the election;
- Elect the treatment provided under section 645 for this trust;
- Agree to timely provide the executor (or filing trustee if there is no executor) with all the trust information necessary to permit the executor (or filing trustee, if applicable) to file a complete, accurate, and timely Form 1041 (or Form 1040-NR for a foreign estate) for the combined electing trust(s) and the related estate, if any, for each tax year during the election period;
- Confirm that an agreement has been reached with the trustees of each QRT joining in the election, and the executor of the related estate, if any, to allocate the tax burden of the combined electing trust(s) and related estate, if any, for each tax year during the election period in a manner that reasonably reflects each entity's tax obligation;
- Agree to ensure that this trust's share of the tax obligations of the combined electing trust(s) and related estate, if any, is timely paid to the United States Treasury;
- Confirm that if a filing trustee (and not an executor for a related estate) has completed Part I of this Form 8855, the trustee that completed Part I has been appointed the filing trustee, and to the best of my knowledge and belief, an executor has not been appointed to administer a related estate and one will not be appointed;
- Agree that if a filing trustee (and not an executor for a related estate) has completed Part I of this Form 8855 and an executor is appointed for the related estate after this Form 8855 is filed, that I will complete and file an amended Form 8855 if the later appointed executor agrees to the election, and I agree to cooperate with the executor in filing any amended returns required to be filed as a result of the executor's appointment; and
- Confirm to the best of my knowledge and belief, that all information of the electing trust contained in this election and any accompanying statements or schedules is true, correct, and complete.

Signature of trustee	Date
[signature]	10/5/2012

Name of trust	Employer identification number (see instructions)

Name of trustee

Number, street, and room or suite no. (or P.O. box number if mail is not delivered to street address)

City or town, state, and ZIP code (if a foreign address, see instructions)

Under penalties of perjury, I, as trustee of the above-named trust:

- Confirm that under applicable local law or the governing instrument, I have the authority to make this election for the trust and to agree to the conditions of the election;
- Elect the treatment provided under section 645 for this trust;
- Agree to timely provide the executor (or filing trustee if there is no executor) with all the trust information necessary to permit the executor (or filing trustee, if applicable) to file a complete, accurate, and timely Form 1041 (or Form 1040-NR for a foreign estate) for the combined electing trust(s) and the related estate, if any, for each tax year during the election period;
- Confirm that an agreement has been reached with the trustees of each QRT joining in the election, and the executor of the related estate, if any, to allocate the tax burden of the combined electing trust(s) and related estate, if any, for each tax year during the election period in a manner that reasonably reflects each entity's tax obligation;
- Agree to ensure that this trust's share of the tax obligations of the combined electing trust(s) and related estate, if any, is timely paid to the United States Treasury;
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- Confirm to the best of my knowledge and belief, that all information of the electing trust contained in this election and any accompanying statements or schedules is true, correct, and complete.

Signature of trustee	Date

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 F: 561.241.0071
www.cbizgl.com

SEPTEMBER 13, 2012

TED BERNSTEIN, EXECUTOR
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

RE: SHIRLEY BERNSTEIN ESTATE

TED BERNSTEIN, EXECUTOR:

ENCLOSED ARE YOUR 2011 ESTATE TAX RETURNS, AS FOLLOWS...

2011 U.S. INCOME TAX RETURN FOR ESTATES AND TRUSTS

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.

SCHEDULES K-1 ARE INCLUDED AND SHOULD BE FORWARDED TO THE RESPECTIVE BENEFICIARIES.

YOUR COPY SHOULD BE RETAINED FOR YOUR FILES.

WE SINCERELY APPRECIATE THE OPPORTUNITY TO SERVE YOU. PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS CONCERNING THE TAX RETURN.

VERY TRULY YOURS,

CBIZ GOLDSTEIN LEWIN

Department of the Treasury
Internal Revenue Service

OMB No. 1545-0092
2011

Form 1041-V Payment Voucher

- ▶ Use this voucher when making a payment with Form 1041
- ▶ Do not staple this voucher or your payment to Form 1041
- ▶ Make your check or money order payable to the "United States Treasury."
- ▶ Write your employer identification number (EIN) on your check or money order.

Enter the amount of your payment ▶	13,221 00

1019

30-6283128
SHIRLEY BERNSTEIN ESTATE
TED BERNSTEIN, EXECUTOR
7020 LIONS HEAD LANE
BOCA RATON, FL 33496

306283128 WV SHIR 05 2 201112 610

2011 TAX RETURN FILING INSTRUCTIONS

U.S. INCOME TAX RETURN FOR ESTATES AND TRUSTS

SHIRLEY BERNSTEIN ESTATE

FOR THE YEAR ENDING

DECEMBER 31, 2011

Prepared for	TED BERNSTEIN, EXECUTOR 7020 LIONS HEAD LANE BOCA RATON, FL 33496
Prepared by	CBIZ GOLDSTEIN LEWIN 1675 N. MILITARY TRAIL, FIFTH FLOOR BOCA RATON, FL 33486
To be signed and dated by	THE FIDUCIARY
Amount of tax	Total tax $ 12,741 Less: payments and credits $ 0 Plus: interest and penalties $ 480 BALANCE DUE $ 13,221
Overpayment	Miscellaneous Amounts $ 0 Credited to your estimated tax $ 0 Refunded to you $ 0
Mail tax return and check (if applicable) to	THIS RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING AND THE PIN PROGRAM HAS BEEN ELECTED. TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE IRS, PLEASE SIGN AND RETURN FORM 8879-F TO OUR OFFICE. WE WILL THEN SUBMIT YOUR ELECTRONIC RETURN.
Forms to be distributed to beneficiaries	NOT APPLICABLE.
Return must be mailed on or before	RETURN FEDERAL FORM 8879-F TO US BY SEPTEMBER 15, 2012.
Special Instructions	YOUR CHECK FOR $13,221, PAYABLE TO THE UNITED STATES TREASURY, MUST BE PAID BY SEPTEMBER 15, 2012. BE SURE TO INCLUDE YOUR PAYMENT WITH FORM 1041-V, FORM 1041 PAYMENT VOUCHER. INCLUDE THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE FIDUCIARY, EMPLOYER ID NUMBER, AND THE WORDS "2011 FORM 1041" ON YOUR CHECK. MAIL TO - DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CENTER OGDEN, UT 84201-0148 FORM 8855, ELECTION TO TREAT A QUALIFIED REVOCABLE TRUST AS

112231
06-24-11

Special Instructions

PART OF AN ESTATE MUST BE FILED BY THE DUE DATE OF FORM 1041 (INCLUDING EXTENSIONS, IF ANY) FOR THE FIRST TAX YEAR OF THE RELATED ESTATE (OR FILING TRUST).

SIGN, DATE AND SEPARATELY MAIL FORM 8855 TO THE FOLLOWING ADDRESS:

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE CENTER
OGDEN, UT 84201

BY SIGNING THIS CONSENT FORM, YOU ARE ALSO CONSENTING TO HAVE US ELECTRONICALLY FILE, WHEN POSSIBLE, ANY STATE TAX RETURNS THAT DO NOT REQUIRE A SEPARATE AUTHORIZATION FORM, IF APPLICABLE.

SHIRLEY BERNSTEIN ESTATE

2011
INCOME TAX RETURNS

CBIZ Goldstein Lewin

CBIZ Goldstein Lewin
1675 N. Military Trail, Fifth Floor
Boca Raton, FL 33486
Ph: 561.994.5050 F: 561.241.0071
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SEPTEMBER 13, 2012

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7020 LIONS HEAD LANE
BOCA RATON, FL 33496

RE: SHIRLEY BERNSTEIN ESTATE

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CBIZ GOLDSTEIN LEWIN

2011 TAX RETURN FILING INSTRUCTIONS

U.S. INCOME TAX RETURN FOR ESTATES AND TRUSTS

SHIRLEY BERNSTEIN ESTATE

FOR THE YEAR ENDING

DECEMBER 31, 2011

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Prepared by	CBIZ GOLDSTEIN LEWIN 1675 N. MILITARY TRAIL, FIFTH FLOOR BOCA RATON, FL 33486
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